City of Hillsboro NW Connell Ave and NW Garibaldi Street Improvements Project #10485



Engineering Division 150 E Main Street, Fourth Floor Hillsboro, OR 97123 Phone: 503-681-6416

June 6, 2013			CITY OF	HILLSBO	RO, PUBLIC WORK	S DEP	T, ENG	. DIV.
0					R PUBLIC IMPRO	VEMI	ENTS	
Hillsboro	В	ID SU	BMITTE	ED BY: _				
Public Works	BID 104	NO.: 85	BID TIME		PENING DATE AND	6/2	27/2013	2:00PM
DESCRIPTION:	NW	Connel	I Ave and	NW Garibal	di Street Improvements			-
PROJECT MANAGER:	Dou	ıglas Gı	esham	PHONE:	(503) 681-6238	FAX:	(503) 68	31-6245
				E-MAIL:	doug.gresham@hillsb	oro-ore	gon.gov	
PREBID CONFEREN	CE:	NO			·			

THIS PROCUREMENT IS FORMAL. FAXED BIDS WILL NOT BE ACCEPTED.

SEALED BIDS will be received until the BID CLOSING DATE and TIME noted above by the City of

Hillsboro at: PUBLIC WORKS DEPT. ENGINEERING DIV.

CITY OF HILLSBORO

150 EAST MAIN STREET, FOURTH FLOOR

HILLSBORO, OR 97123

<u>POINT OF CONTACT</u>: All questions concerning the bidding, material or technical requirements should be directed to the Project Manager listed above. For Copies of the Bid Documents please contact the Project Manager listed above (or): Sarah Thornborrow, Administrative Assistant, 503-681-6146

BIDDER'S NOTE: The following is a proposed estimated price range \$1,200,000 - \$1,600,000

FOR MORE INFORMATION please refer to Section I "Instructions to Bidders".

TABLE OF CONTENTS *** THE ENTIRE BID BOOK IS TO BE RETURNED ***

WHEN RETURNING	THE ENTIRE BID BOOK THE ITEMS MARKED WITH AN "X" INDICATES PAGES COMPLETED (SEE NOTE1)	TO BE	PAGE
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III.	Insurance Requirements		7
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VII.	Verification of Responsibility	X	8
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IX.	Bid Proposal Form	X	9-13
X	Signature Page/Construction Contractors Board Registration	X	14
XI.	First Tier Subcontractor Disclosure Form	X	15-16
	e following attachments are hereby incorporated:		
Special SpecificaDrawings (Consideration)	sting of 32 Pages and/or dated June 7, 2013)		
	Standard Terms & Conditions for Public Improvement Contracts (Rev. April, 2012)		
P W R. for Public V available at: http://	RATES: incorporated by reference and/or attached, Vorks Contracts in Or. (BOLI, Rev. January 1, 2013 with April 1, 2013 amendments www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.aspx		N/A
	sponsible for completing and returning any page(s) in any attachment(s) which r FIRE BID BOOK IS TO BE RETURNED)	equire a	}

ADVERTISEMENT

CITY OF HILLSBORO INVITATION TO BID

NW Connell Ave and NW Garibaldi Street Improvements

Project # 10485

Sealed bids will be received only at the office of the City of Hillsboro Public Works Department, Engineering Div., 150 E Main St, Fourth Floor, Hillsboro, Oregon 97123, by Douglas Gresham, Project Manager, by 2:00 p.m. on Thursday, June 27, 2013 (Bid Closing). The bids will be opened (Bid Opening) immediately after the stated Bid Closing time. Within two (2) hours of the bid closing, by 4:00 p.m., Thursday, June 27, 2013, all bidders must have submitted their First Tier Subcontractor Disclosure form.

The general nature and approximate quantities of work shall include furnishing all equipment, materials and labor required to install the following:

Furnish all equipment, materials, and labor to complete the construction of approximately 2,600 linear feet of roadway, including 1800lf of storm sewer improvements, paving, striping, curb and gutter, sidewalks, street lighting and all other associated work items, restoration, and repair work.

Contract documents may be obtained from the office of the Public Works Department, Engineering Div, 150 E Main St, Fourth Floor, Hillsboro, Oregon 97123, for \$25 (non-refundable) plus postage for mailing. Please call (503)-681-6146 for additional information.

This contract will be for a Public Work which makes it subject to ORS 279C.800 to 279C.870 (prevailing wage laws, Oregon Bureau of Labor & Industry)

Each bid must contain a statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.

Each bid must also contain the Contractor's Oregon Construction Contractors Board (CCB) registration number.

The bidding documents may be reviewed at the above address, at many of the area plan centers, and on the City's website.

All bidders must be prequalified. Bidders must demonstrate the ability to perform the type of work that is required for this project through the prequalification application. Prequalification applications must be submitted twenty four (24) hours in advance of the bid submittal time and date noted above. Prequalification applications may be obtained at the address given above.

The City of Hillsboro reserves the right to reject any bid not in compliance with all prescribed public contracting procedures and requirements and may reject for good cause all bids upon a finding of the City of Hillsboro that it is in the public interest to do so and at its sole option may waive any minor informalities in any bid..[ORS 279C365(1)]

Dated this 6th day of June, 2013

CITY OF HILLSBORO

City Recorder

Please Publish:

Argus: June 7 and June 12, 2013

Daily Journal: June 7 and 10, 2013

Hillsboro Chamber of Commerce

SECTION I. INSTRUCTIONS TO BIDDERS:

All bids are subject to the provisions and requirements of the City of Hillsboro Public Contracting Ordinance, Administrative Rules, City of Hillsboro *Standard Conditions for Public Improvement Contracts,* the Oregon Revised Statutes and the Attorney General's Model Public Contract Rules.

- 1. <u>BID DOCUMENTS</u>: (A) Bidders shall be responsible for obtaining all bid documents, including all attachments and/or addenda for the Invitation to Bid.
- (B) Failure of the bidder to obtain all of the documents, including attachments and/or addenda could result in bid rejection due to failure of the Bidder to have all of the bid information or failing to return any required documents with their bid.
- (C) In order to be added to the Planholders List, Bidders must register with the City Department issuing this ITB.
- (D) Failure of a Bidder to register could result in bid rejection due to failure of the Bidder to have all of the bid information or failing to return any required documents with their bid.
- (E) Bidders may also request copies of bid documents by e-mail, telephone or fax from the person or firm listed on page one of this Invitation to Bid.
- 2. <u>APPLICABLE STANDARD CONDITIONS</u>: The Standard Conditions which apply to the work on this project are found in the latest edition of the City of Hillsboro *Standard Terms & Conditions for Public Improvement Contracts*. The Bidder shall obtain and become acquainted with the applicable provisions of these Standard Conditions. This document is available from the Department issuing the bid.
- 3. PROTEST OF SPECIFICATIONS OR CONTRACT TERMS: A bidder who believes bid specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the City. To be considered, protests shall be received at least five (5) days before the bid closing date.

The right to protest bid specifications and/or contract terms is provided in OAR 137-049-0260, as a provision for "checks and balances" on the ITB. The City shall promptly respond to each written protest, and where appropriate, issue all revisions, substitutions, or clarifications via addendum(s).

Envelopes containing bid protests shall be marked as follows:

BID SPECIFICATION PROTEST BID NUMBER, CLOSING DATE

Protest of technical or contractual requirements shall include the reason for protest, supported by documented factual information, and any proposed changes to the requirement.

4. <u>BID SUBMISSION</u>: Sealed bids, containing a minimum of one (1) original signed bid response including

any addenda which require signature, shall be received and date and time-stamped by the City prior to bid closing. No bid received after bid closing date and time shall be considered. To ensure that your bid receives priority treatment within our mailing system, your bid should be labeled with the following information:

BID #, BID DUE DATE & TIME: 10485 06/27/13 2:00

Douglas Gresham CITY OF HILLSBORO Public Works Department, Engineering Div, 150 EAST MAIN STREET, Fourth FLOOR HILLSBORO, OR 97123

The City is not responsible for the proper identification and handling of any bid not submitted in a timely manner.

5. <u>SIGNATURE ON BID</u>: Bids shall be signed in ink by an authorized representative of the bidder. Signature on a bid certifies that the bid is made without connection with any person, firm or corporation making a bid for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a bid also certifies that the bidder has read, fully understands and agrees with all bid specifications, terms and conditions. No consideration will be given to any claim resulting from bidding without fully comprehending all requirements of the Invitation to Bid.

Bidders shall only enter information within the bid document where it is requested or required. Bidders shall not make any alterations to the Original Solicitation Document. Any bid that has been altered may be rejected.

- 6. <u>BID WITHDRAWALS</u>: No bidder may withdraw a bid after the deadline set for bid closing unless award is delayed for a period exceeding thirty (30) days.
- 7. <u>BID OPENING</u>: Bids received in response to this Invitation to Bid shall be publicly opened at the scheduled bid **opening**, where the date; time and place are noted on page one (1) of this Invitation to Bid. Bidders who attend the bid opening shall be informed only of the names of bidders submitting bids and the total bid price. No other information shall be available at that time. Award decisions will NOT be made at the bid opening.
- 8. <u>INVESTIGATION OF REFERENCES</u>: the City reserves the right to investigate the references and the past performance of any bidder with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. The City may postpone the award or execution of the contract after the announcement of the apparent

successful bidder in order to complete its investigation. The City reserves the right to reject any bid response or to reject all bid responses at any time prior to the City's execution of contract, upon good cause and upon the City finding that it is in the public interest.

- 9. <u>INTENT TO AWARD NOTICE</u>: Pursuant to OAR 137-049-0450(3), the City reserves the right to announce the Intent to Award prior to the formal bid award by a Bid Tabulation Sheet by faxing or mailing the Bid Tabulation Sheet to all bidders. This shall serve as a notice to all bidders of the City's intent to make the award to the lowest responsible and responsive bidder(s). Bidders shall have five (5) days within which they can view the bid file(s) by appointment or request any clarifications, etc. concerning the award(s). After the expiration of this five (5) day period, the City shall proceed with the formal award of the contract(s).
- 10. PROTEST OF AWARD: Bidders shall have five (5) days, after the City announces their intent to award, within which to file a written protest. OAR 137-049-0450 provides that the protest must specify the grounds upon which the protest is based. The City will not accept protests submitted more than five (5) days after the intent to award notice. (See also the City of Hillsboro Standard Terms and Conditions, Part III #15)
- 11. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS: Due to limited resources, the City generally will not completely review or analyze any bid response which on its face fails to comply with the requirements of the bid documents or which clearly is not the best bid, nor will the City generally investigate the references or qualifications of those who submit such bid responses. Therefore, neither the release of a bidder's bid bond, the return of a bid response, nor acknowledgment that the selection is complete shall operate as a representation by the City that a response was complete, sufficient, or lawful in any respect.
- 12. <u>NOTICE OF AWARD</u>: After expiration of the five (5) day period and resolution of all protests, the City will proceed with final award. The successful bidder(s) will be given a notice of award following authorization by the Hillsboro City Council or other governing body.
- 13. <u>COMMENCEMENT OF WORK</u>: Contractor shall commence no work under this contract until all certificates of insurance, as required in Section III, have been provided and a Notice to Proceed has been issued by the City.

SECTION II. SPECIAL TERMS AND CONDITIONS

Any additional terms and conditions contained within the City of Hillsboro *Standard Conditions for Public Improvement Contracts* are incorporated into and made a part of this section by this reference. It is the responsibility of the bidder to be familiar with all terms and conditions contained within both documents.

1. <u>DEFINITIONS</u>: (See also COH Standard Terms and Conditions)

"Contractor" means the Person, including a a Consultant as defined in OAR 137-048-0110(1), with whom the City enters into a Contract.

"The City" means the City of Hillsboro.

"The City Purchasing Office" means the Purchasing Division of the City of Hillsboro.

"Days": if not preceded by any other designation means calendar days, including weekdays, weekends and holidays. "Business Days" means Monday through Friday excluding City of Hillsboro holidays. "Working Days" are designated as the days that work is done or can be done on the project.

- 2. <u>HEADINGS</u>: The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of this Contract.
- 3. <u>BIDDER CERTIFICATIONS</u>: (A) Bidder certifies that this bid has been arrived at independently and has been submitted without any collusion designed to limit independent bidding or competition.
- (B) Bidder certifies compliance with State of Oregon statutory requirements governing registration of corporations and/or assumed business names.
- 4. <u>DISCLOSURE OF CONFLICT OF INTEREST</u>: All bidders shall disclose, on the Invitation to Bid, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.
- 5. PREVAILING WAGE RATES (PWR)-BOLI REQUIREMENTS: The Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates established by the Bureau of Labor and Industries (BOLI), as outlined in Sections C.1 and C.2 of the General Conditions when the contract price exceeds \$50,000 or when \$2,000 or more of Federal funds are used.

This ITB and the resulting Contract are subject to the BOLI requirements and the "PREVAILING WAGE RATES for Public Works Contracts in Oregon." The BOLI wage rates referenced for this ITB are listed on page one of this ITB. The Work will take place in Washington County, Region 2. The BOLI PWRs are to be found at:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_oregon_2013.aspx

- 6. <u>BID SECURITY</u>: a 10% Bid Bond is required for this project. Contractor shall have ten (10) days to provide the required certificates of insurance, a 100% performance bond, and a 100% payment bond from the date of the "Notice of Intent to Award." If the contractor fails to provide the required certificates of insurance and performance bond and payment bond, the bid bond or other security required to be submitted with this bid shall be forfeited to the City of Hillsboro. (See City of Hillsboro "Standard Terms & Conditions" for form and additional information.)
- 7.1 PERFORMANCE BOND AND PAYMENT BOND: A 100% Performance Bond and 100% Payment bond to be submitted on the City of Hillsboro Performance Bond Payment Bond forms are required for this project.[ORS 279C.380] (See City of Hillsboro "Standard Terms & Conditions" for forms and additional information.)
- 7.2 WARRANTY BOND: A warranty bond submitted on the City of Hillsboro warranty bond form is required for this project [HMC 2.56.100] before the final payment on the contract is issued. The warranty security furnished by the Contractor for the work performed will be five percent (5%) of the original contract amount to guarantee replacement and repair of the public improvements as described in the contract for a period of one year following the issuance of the written Notice of Substantial Completion. (See City of Hillsboro "Standard Terms & Conditions" for form and additional information.)
- 8. <u>METHOD OF AWARD</u>: Award shall be made to the lowest responsive and responsible bidder for the total of the items selected for award. The City reserves the right to withdraw any item(s) from award consideration if it is in the best interest of the City.
- 9. <u>CONTRACT PROVISIONS BINDING</u>: The provisions of this contract shall be binding and shall supersede those of any other document concerning transactions conducted under this contract between CONTRACTOR and the CITY.
- 10. <u>AMENDMENTS</u>: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the City Purchasing Office.
- 11. RESPONSIBILITY FOR DAMAGES/HOLD HARMLESS: Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay that may be caused by, or result from, the carrying out of the Work to be done under this Contract, or from any act, omission or neglect of the

Contractor, his subcontractors, personnel, or agents, and the Contractor shall indemnify, defend and hold harmless the Owner against any claims arising from said damage, injury, loss or expense.

- 12. <u>HAZARD COMMUNICATION</u>: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:
- (A) Identity of the hazardous chemical(s);
- (B) Appropriate hazard warning; and name and address of the chemical manufacturer, importer or other responsible party.

Upon request, Contractor shall provide a Material Safety Data Sheet, as required by CHAPTER 437-002-360 (35), 29 CFR 1910.1200, for any item included in this contract which contains hazardous chemicals.

Bidders should address questions about the Administrative Rules referenced in this section to the Department of Consumer and Business Services, Oregon Occupational Health & Safety Administration Section, Labor and Industries Building, Salem, Oregon 97310, (800) 922-2689, FAX: (503) 947-7463.

- 13. <u>CONTACT PERSON</u>: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to the City the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times.
- 14. <u>NONDISCRIMINATION</u>: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- 15. AWARD TO FOREIGN CONTRACTOR: If the amount of this contract exceeds \$10,000 and if Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. The City shall withhold

final payment under this contract until Contractor has met this requirement.

- 16. SECURITY OF DOCUMENTS AND PROPERTY: All City property, materials and documents and all personal property of the City employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of City property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against the City because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.
- 17. <u>SILENCE OF SPECIFICATION</u>: The apparent silence of this specification and supplemental specification as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only materials and workmanship of first quality are to be used.
- 18. LIQUIDATED DAMAGES. Failure to complete the Project by the specified time will result in damages to the City. The parties to this contract agree that establishing the exact amount of damages the City will incur will be difficult. In order to compensate the City, the parties to this contract have estimated the amount the City would be damaged for every calendar day completion is delayed. Consequently, the Contractor agrees to pay the City the sum of \$1000 per day, not as a penalty but as liquidated damages, for each day elapsed beyond the Substantial Completion date set forth in the bid The total liquidated damages shall be deducted from the final payment due the Contractor. The City may waive its right to claim part or all of the liquidated damages due under this provision, but such full or partial waiver shall not negate or abridge any other right of action the City may have to enforce the provisions of this Contract. Contractor will not contest such sums as being other than a reasonable measure of delay damages in the event those damages become payable under these provisions.

SECTION III. INSURANCE REQUIREMENTS (Also See Part VI Section G COH Standard Terms and Conditions)

The apparent low bidder shall provide all required proof of insurance and bonding (See City of Hillsboro Standard Terms & Conditions) to the Department issuing the Bid within ten (10) days from the date on the "Notice of Intent to Award." Failure to present the required documents within ten (10) days may be grounds for bid rejection.

Insurance Coverages-The following insurance coverages and dollar amounts are required pursuant to this Subsection:

Insurance Coverages	Combined Single Limit Per Occurrence	Annual Aggregate Limit
Commercial General Liability	\$1,000,000.00	\$2,000,000.00
Commercial Automobile Liability	\$1,000,000.00	\$2,000,000.00

Extended Coverage shall be for a Minimum of three (3) years after Final Completion (see G.4.1 COH Standard Terms & Conditions.)

Additional Insured: Add the following as Additional Insured under the Contract:

• "The City of Hillsboro its elected and appointed officials, officers, agents, employees and volunteers"

Each Bidder (offeror) must read and comply with the following Sections. Failure to do so may result in bid/proposal (offer) rejection.

SECTION IV. RESIDENCY INFORMATION

ORS 279A.120(2) states "For the purposes of awarding a public contract, a contracting agency shall: (a) Give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and (b) Add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides."

"Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" [ORS 279A.120(1)(b)].

"Non-resident bidder" means a bidder who is not a "resident bidder" as defined above [ORS 279A.120(1)(b)].

Check one: Bidder is a (

RESIDENT bidder (

NON-RESIDENT bidder.

SECTION V. CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, and to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises certified under ORS 200.055, in obtaining any required subcontract or against a business enterprise that is owned or controlled by or that employs a disable veteran as defined in ORS 408.225.

SECTION VI. CERTIFICATION OF COMPLIANCE WITH OREGON TAX LAWS

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws.

For purposes of this certificate, 'Oregon Tax Laws' means those programs listed in ORS 305.380(4) which is incorporated herein by this reference. Examples include the state inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1 emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Lane Transit District Self-Employment Tax, Lane Transit District Employer Payroll Tax, Tri-County Metropolitan Transit District of Oregon "Tri-Met" Employer Payroll Tax, and Tri-Met Self-Employment Tax).

SECTION VII. VERIFICATION OF RESPONSIBILITY

The City reserves the right, pursuant to ORS 279C.375 and OAR 137-049-0390, to investigate and evaluate, at any time prior to award and execution of the contract, the lowest bidder's (apparent successful offeror's) ability to perform the contract. Submission of a signed offer shall constitute approval for the City to obtain any information the City deems necessary to conduct the evaluation. The City shall notify the apparent successful offeror, in writing, of any other documentation required. Being a responsible bidder may include having the appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise to perform the contract. Contractor shall have a satisfactory record of contract performance. The Contractor shall also have a satisfactory record of integrity. An unsatisfactory record of integrity may include previous violations of state environmental laws or a false certifications made to any Public Agency. The Contractor is to be qualified legally to contract with the City of Hillsboro. Failure to promptly provide any requested information may result in bid/proposal rejection.

The City may postpone the award of the contract after announcement of the apparent successful offeror in order to complete its investigation and evaluation. Failure of the apparent successful offeror to demonstrate responsibility, as required under ORS 279C.375 and OAR 137-049-0390, may render the offeror non-responsible and shall constitute grounds for offer rejection.

SECTION VIII. DRUG TESTING POLICY CERTIFICATION

DRUG-TESTING POLICY CERTIFICATION:

By my signature in Section X of this ITB, I hereby attest or affirm under penalty of perjury that I am authorized to act on behalf of Contractor in the matter, and to the best of my knowledge the Contractor has a drug-testing program in place which applies to all employees. Contractor shall maintain a drug-testing program at all times during the performance of the Contract awarded. Failure to maintain such a program shall constitute a material breach of contract.[ORS 279C.505]

SECTION IX BID PROPOSAL FORM

Furnish all equipment, materials, and labor to complete the construction of approximately 2,600 linear feet of roadway, including storm sewer improvements, paving, striping, curb and gutter, sidewalks, and all other associated work items, restoration, and repair work.

NW Garibaldi St. & NW Connell Ave. Street Improvements

NW G	aribaldi St. & NW Connell Ave. Street Improvements				
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
	Maria in Dand Jasuara	1.0	A.II		
1	Move-in, Bond, Insurance	L.S.	All		
2	Traffic Control				
2a	Temporary Protection and Direction of Traffic	L.S.	All		
2b	Flaggers	Hr	1200		
			A.II		
3	Erosion Control	L.S.	All		
4	Clearing and Grubbing including brush				
	and small tree (4" and smaller) removal	L.S.	All		
5	Large Tree Removal	L.S.	All		
	STODM SEWED				
	STORM SEWER		I		
6	Furnish and Install Standard Manhole				
	With Class B Backfill				
6a	48"	EA	15		
6b	48" Shallow Flat Top	EA	1		
	Abandon Storm Sewer	LS	oll.		
7	Abandon Storm Sewer	LS	all		
8	Furnish and Install Area Drain	EA	3		
9	Remove 48" Manhole				
	Replace With Class B Backfill	EA	1		
10	Remove CG-2 Catch Basin				
	Replace With Class B Backfill	EA	8		
	·				
11	Furnish and Install CG-48 Curb Inlet				
	Manhole with Class B Backfill	EA	2		
12	Furnish and Install CG-2 Catch Basin				
12	with Class B Backfill	EA	26		
	The Court of the C				
13	Furnish and Install Storm Pipe with				
	Class B Backfill				
13a	6" 3034 PVC	L.F.	973		
13b	10" 3034 PVC	L.F.	455		
13c	12" 3034 PVC 15" 3034 PVC	L.F.	189		
13d	[15" 3034 PVC]	L.F.	869		

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
13e	21" 3034 PVC	L.F.	722	UNIT PRICE	AMOUNT
136	21 30341 00	L.I .	122		
14	Furnish and Install Inserta-Tee with Class B Backfill				
14a	6" Inserta Tee	EA	36		
14b	10" Inserta Tee	EA	5		
15	Connect lateral to Storm Structure	EA	2		
15	Connect lateral to Storm Structure	EA			
16	Adjust Manhole Rim to Grade	EA	8		
17	Furnish and Install Class 50 RipRap Pad	CY	4		
40	E estat e e la constanta de la		00		
18	Furnish and Install Weep Holes	EA	90		
	I STREET				
19	Excavation	Cu yd	5485		
20	Embankment	Cu yd	100		
21	Furnish and Install Geo-texile Fabric				
21	Slit Film Woven Geo-textile Fabric	Sq yd	7797		
	CIRT IIII VVOVOII GGG TOXIIIG I GIDIIG	oq ya	7707		
22	Foundation Stabilization	Cu yd	50		
23	Furnish and Install Aggregate Base	0 1	0000		
23a 23b	1 1/2"-0 Base Course 3/4"-0 Leveling Course	Cu yd Cu yd	3339 350		
230	3/4 -0 Leveling Course	Cu yu	330		
24	Furnish and Install Curb and Gutter	L.F.	3711		
25	Furnish and Install 3-1/2" Conc. Sidewalks				
	(includes 3/4" minus base rock)	sq. ft.	8901		
26	Furnish and Install 5-1/2" Conc. Driveways				
	(includes 3/4" minus base rock)	sq. ft.	7195		
		·			
27	Furnish and Install AC Driveways	Ton	10		
	includes 3/4"-0 base rock				
28	Furnish and Install Curb Ramps	EA	31		
20	r armon and motali Outb Ixampo	<u> </u>	- 51		
29	Saw Cut existing A.C. and Concrete	L.F.	6000	<u> </u>	
30	Adjust Valves and Meter Boxes to Grade	EA	56		
24	Furnish and Install Level 3, 1/2"	ton	2207		
31	Dense Graded Warm Mix AC	ton	2307		
	20100 Oracoa Traini Mik/10				
32	Furnish and Install Shoulder Rock	ton	131		

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
33	Grind existing street sections in place and level	Sq Yd	2250		
	STRIPING AND SIGNING AND LIGHTING				
	STRIFING AND SIGNING AND LIGHTING			Ι	
34	Furnish and Install New Street Sign				
34a	"NW Garibaldi St"	EA	5		
34b	"NW Ebberts Ave"	EA	1		
34c	"NW Dennis Ave"	EA	2		
34d	"NW Connell Ave"	EA	5		
34e	"NW Forest St"	EA	2		
34f	"NW Darnielle St"	EA	1		
34g	R2-1 30" x 30" "Speed Limit 20"	EA EA	2 1		
34h	R2-1 30" x 30" "Speed Limit 25"	EA	ı		
35	Permanently Reinstall Existing Sign				
35a	R1-1 30" x 30" "Stop"	EA	8		
35b	S1-1 36" x 36" "School Crossing Assembly"	EA	4		
35c	W16-7P 26" x 12" "Diagonal Arrow"	EA	4		
35d			1		
35e	"School"		2		
35f	"Fines Higher"	EA	1		
35g	"When Flashing"	EA	2		
	Francish and bestell Oll Breakerson Circa Consort	Ε.Δ	00		
36	Furnish and Install 2" Breakaway Sign Support	EA	20		
27	Furnish and Install Cold Tong Inlaid Strining				
37 37a	Furnish and Install Cold Tape Inlaid Striping 12 inch Stop Bar	LF	74		
37b	8 inch Bike Lane Line	LF	1267		
37c	4 inch Yellow Stripe	LF	240		
37d	Bicycle Lane Marking	EA	2		
37e	High Visibility Crosswalk	EA	2		
37f	Crosswalk	EA	2		
38	Street Lighting	LS	all	\$ 150,000.00	\$150,000.00
	DESTABLISM.				
	RESTORATION				
39	Relocate Fire Hydrant out of sidewalk	EA	3		
38	INGIOCALE I IIE FIYUTAIN OUL OF SILLEWAIK	LA	3		
40	Furnish and Install Locking Mailbox				
40a	8-Parcel	EA	3		
40b	16-Parcel	EA	1		
40c	Reinstall existing 12-Parcel	EA	1		
41	Cleanup and Restoration of Existing				
	Landscaping	L.S.	all		
45	Leavell O 511 O-11 and O 51				
42	Install 2.5" Caliper Street Tree	Г^	14		
42a	Amur Maple	EΑ	11		
42b	Japanese Snowbell	EA	10		

	DECODIDE		071/	LINET BRIDE	AMOUNT
NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
42c	Golden Desert Ash	EA	18		
42d	Paper Bark Maple	EA	12		
43	Furnish and Install Root Barriers	LF	765		
	Turnish and motali Noot Barriers		700		
44	Restoration of Underground Irrigation	T&M		\$ 2,000.00	\$2,000.00
	Systems			, ,	. ,
	WATER QUALITY FACILITY				
1	Move-in	L.S.	all		
2	Traffic Control	L.S.	All		
	E O tul	1.0	Δ.11		
3	Erosion Control	L.S.	All		
4	Excavation	CY	400		
 	LACAVALIOIT	O1	400		
5	Clearing and Grubbing including brush				
	and tree removal	L.S.	all		
		_			
6	Furnish and install channel matting	SY	225		
7	Furnish and Install 60" Manhole				
	With Class B Backfill	EA	2		
8	Remove 48" Manhole and replace with 72" Manhole	- ^	4		
	With Class B Backfill	EA	1		
9	Furnish and install 36" Storm Pipe				
-	With Class B Backfill	LF	115		
	With Class B Backiiii		110		
10	Furnish and install 36" Concrete Pipe				
	With Class B Backfill	LF	15		
11	Furnish and Install 7-1/2" Conc. Driveway				
	(includes 3/4" minus base rock)	sq. ft.	450		
14	Furnish and Install stainless canal gates in Manhole	LS	all		
4-	Furnish and Install I litra Plack Dataining Wall	C~ F+	000		
15	Furnish and Install Ultra Block Retaining Wall	Sq. Ft.	800	 	
16	Furnish and Install 138 LF 4' chain link fence	L.S.	all		
10	with 12' gate	L.J.	all	+	
	mar 12 gato				
17	Furnish and Install concrete apron and grate	L.S.	all		
	Flush over concrete pipe				
	' '				
18	Furnish and Install Class 200 Riprap Pad	CY	7		
19	Swale and Wetland Planting	L.S.	all		

NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT			
20	Furnish and Install concrete flow spreaders	LF	48					
			TOTAL					
METHOD OF AWARD: Award shall be made to the lowest responsive and responsible bidder for the								
total of the items selected for award. Award shall be make to one bidder and one bidder only. The City								
reserv	es the right to withdraw any item(s) from award if it is in the	best inte	rest of the	reserves the right to withdraw any item(s) from award if it is in the best interest of the City to do so.				

SECTION X. SIGNATURE OF BIDDER'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR. ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

- (1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in the bid/proposal document and all addenda, if any issued, and to execute this bid/proposal document on behalf of Offeror:
- (2) Offeror, acting by its authorized representatives, has read and understands all bid/proposal instructions, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued;
- (3) Offeror certifies that this bid/proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition;
- (4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this bid/proposal document (including all listed attachments and addenda, if any issued:

(5) Offeror will furnish the designated item(s) and comply in all respects with the terms of the resulti (6) OFFEROR WILL PROVIDE/FURNISH FEDE BID SUBMISSION.	d/or service(s) in accordance with the bid/propo ing contract upon award;	
I hereby acknowledge having received and duly to the plans: Addenda No to		cation and the following revision or additions
RETURN THE ENTIRE	BID BOOK WITH ALL REQUIRED FO	ORMS COMPLETED
Bidder (COMPANY) Name		FEIN ID# or SSN (REQUIRED)
Bidder Address		
Authorized Signature	Date	
Title of Authorized Representative		
Contact Person	Phone STRUCTION CONTRACTORS BOAR	Fax D
(1) Offerors shall be licensed with the State of Contract(s). FAILURE TO COMPLY WITH THIS		
(2) All Subcontractors participating in the project propose to engage in subcontract work. The CCI law. Offerors SHALL provide their Construction (B registration requirements apply to all public we	orks contracts unless superseded by federal
CONSTRUCTION CONTRACTORS BOARD RE (Construction Contractors Board, 700 Summe		
THIS SECTION TO E	BE COMPLETED BY THE CITY	OF HILLSBORO
The City of Hillsboro, hereby awards a cothe bid invitation as:	ontract to the above bidder for the item(s) and/or service(s) designated on
Project Name: NW Connell Ave and NV	V Garibaldi Street Improvements	
Alternates (if any):		_
Total Contract Price Awarded:	Contract #	Term/Expires:
For the City of Hillsboro MAYOR	Date	
Attest:	CITY RECORDER	Date

SECTION XI. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM INSTRUCTIONS

- 1. Pursuant to ORS 279C.370, bidders are required to disclose information about certain first-tier subcontractors when the Public Contracting Agency estimates the contract value for a Public Improvement to be greater than \$100,000 (see Disclosure Form). Specifically, when the contract amount of a first-tier subcontractor is greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract within two (2) working hours after the bid closing:
 - a) The subcontractor's name and,
 - b) The category of work that the subcontractor would be performing.
 - c) The dollar value of the work.
- 2. If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate "NONE" on the accompanying form.

3. THE CITY OF HILLSBORO MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.

- **4.** A bidder shall submit the disclosure form required either in its bid submission or within two (2) working hours after Bid Closing/Opening in the manner specified by the ITB.
- 5. Compliance with the disclosure and submittal requirements of ORS 279C.370(2) and these Instructions is a matter of responsiveness. Bids which are submitted by Bid Closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for Contract award
- **6.** The City of Hillsboro shall obtain, and make available for public inspection, the disclosure forms required by ORS 279C.320. The City of Hillsboro shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The City of Hillsboro is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

SECTION XI. FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

(ORS 279C.370)

Bids which are submitted by Bid Closing, but for which a required disclosure submittal has not been made by the specified Disclosure Deadline, are not responsive and shall not be considered for Contract award

CITY OF HILLSBORO INFORMATION:

PROJECT NAME: NW Connell Ave and NW Garibaldi Street Improvements BID #: 10485 BID CLOSING/OPENING: Date: 6/27/2013 Time: 2:00 PM

REQUIRED DISCLOSURE DEADLINE: TWO (2) WORKING HOURS AFTER ABOVE DATE & TIME

Deliver Form to (Dept.): Public Works Dept, Engineering Div.

Designated Recipient (Person): Douglas Gresham Phone #: 503-681-6238

Department's Address: Hillsboro Civic Center

150 E Main Street, Fourth Floor

Hillsboro, OR 97123

INSTRUCTIONS:

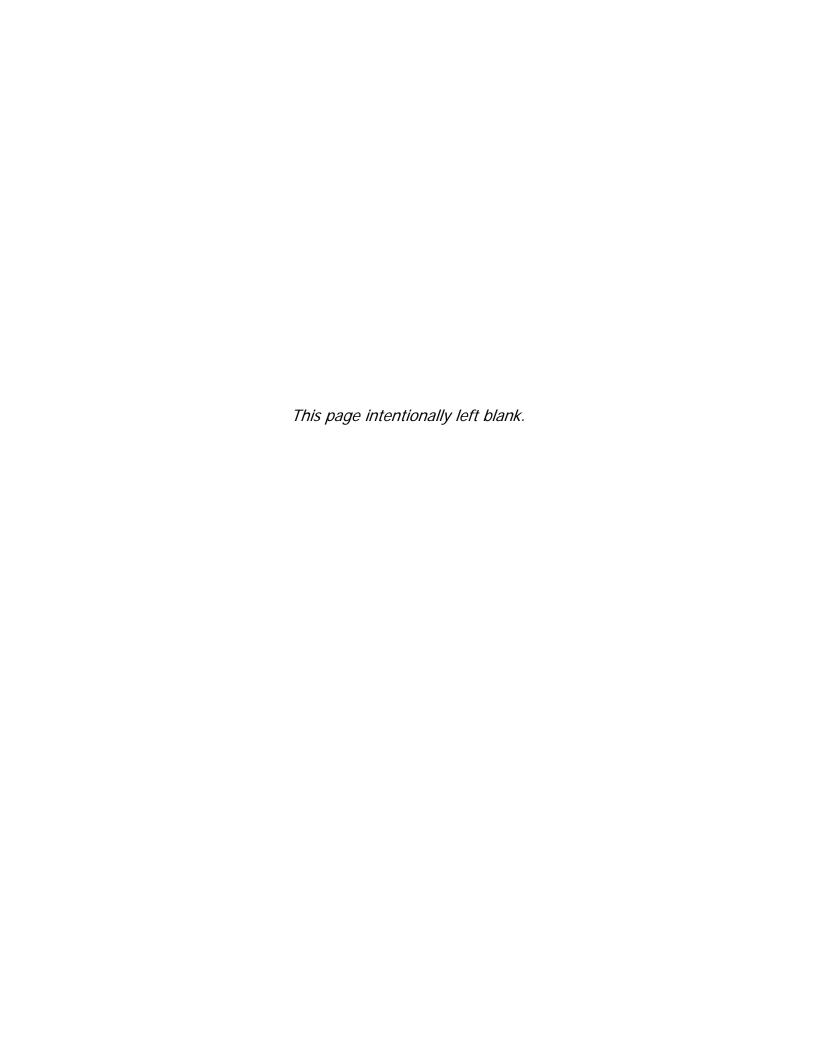
The contracting Department will insert "N/A" above if the contract value is anticipated to be less than \$100,000. Otherwise this form must be submitted either with the bid or within TWO (2) working hours after the advertised bid closing/opening date and time; but no later than the DISCLOSURE DEADLINE stated above.

Unless otherwise stated in the solicitation, this document shall not be submitted by facsimile. It is the responsibility of bidders to submit this disclosure form and any additional sheets, with the bid number and project name clearly marked, at the location indicated by the specified disclosure deadline. See "Instructions to Bidders".

List below the Name and Category of Work for each first-tier subcontractor that would be furnishing labor, or labor and material, for which disclosure is required. Enter the word <u>"NONE"</u> if there are no first-tier subcontractors subject to disclosure. ATTACH ADDITIONAL SHEETS IF NECESSARY.

BIDDER DISCLOSURE:

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
1		\$ \$ \$ \$
5		\$
6.		\$
The above listed first-tier subcontractor(s) or greater than: a) 5% of the total Contract Price, but at less subcontractor above.] Or	east \$15,000. [If the Dollar Value is less	·
b) \$350,000 regardless of the percentage	e of the total Contract Price.	
Form Submitted By (Bidder Name):		
Contact Name:	Phone #:	



SPECIAL SPECIFICATIONS NW Connell and NW Garibaldi Street Improvements Project No. 10487

The general nature and approximate quantities of work are as follows:

Furnish all equipment, materials, and labor to complete the construction of approximately 2600 linear feet of roadway, including storm sewer improvements, paving, striping, curb and gutter, sidewalks, and all other associated work items, restoration, and repair work.

General Conditions

1. Quantities and Schedule of Contract Prices

The quantities set forth in this contract are approximate. The City reserves the right to increase or decrease quantities as necessary to satisfactorily complete the work.

Actual payment for work done under this contract will be made at the unit prices set forth in the contractor's proposal. It is neither implied nor expressly agreed that the actual amount of work to be done and paid for will correspond therewith.

The City reserves the right to choose the bid which best meets the City's need, or to reject any or all bids for good cause.

2. **Scope**

This project consists of furnishing all labor, equipment, and materials necessary to complete all work as described in these specifications and as shown on the plans.

The offsite water quality facility on NW 8th Court requires permits and property acquisition that is not yet complete. In the event that the City cannot complete the permitting and acquisition in a timely manner, this work may be postponed or deleted from the contract at the City's discretion.

3. Time of Award and Completion

The anticipated time of award for this project is the July 16, 2013 Hillsboro City Council meeting held at 7:00 p.m. in the Hillsboro Auditorium, Hillsboro Civic Center, 150 East Main Street, Hillsboro, OR 97123.

On site work must begin by July 29, 2013. All work within this contract shall be complete, tested, and accepted by the City of Hillsboro by December 15, 2013.

4. **Preconstruction Conference**

A preconstruction conference is required for this project. The project *Notice to Proceed* letter will be issued at this meeting, pending receipt of required contract documents, bonds, and proof of insurance. Attendance is required for the contractor's key personnel, including the contract administrator and the superintendent or foreman. Attendance may also be required for certain sub-contractors.

5. Submittals

The contractor shall submit material data sheets and shop drawings for all materials and products intended for installation on the site. All manufacturers' data must show the specified dimensions and/or performance standards (ODOT, AASHTO, ASTM, ANSI, AWWA, etc.) as listed in the project specifications and the general construction specifications listed in Section 6 of these general conditions. All shop drawings shall show both the relative dimensions and the project elevations from the plans where applicable.

All submittals should be placed in a three ring binder and organized in the same order as the bid proposal form. At the front of the binder, include a list of all submittals with space for the engineer to approve, deny, or approve as noted. Three copies of the bound submittal binder shall be provided to the City at the preconstruction conference. Within 5 business days, the list of approvals will be sent back to the contractor, via email, fax, or postal service. Resubmitted materials may be made electronically via email. No work shall commence on any bid items that have not had the required submittals approved.

The same binder used for the material submittals should also be used to submit the traffic control plan and the initial project schedule.

6. General Specifications

All work shall conform to the plans and the most current versions of the following specifications:

- City of Hillsboro Specifications for Public Works Construction (1987)
- City of Hillsboro Water Department Engineering and Construction Standards (2013)
- *Oregon Standard Specifications for Construction* (2008)
- Clean Water Services *Design and Construction Standards* R & O 07-20 (2007)
- AWWA Standards
- Manual on Uniform Traffic Control Devices (2009) with Oregon Supplement
- Oregon Temporary Traffic Control Handbook for Operations of Three Days or Less (December 2011)

7. Coordination of the Project

The contractor shall be responsible for the overall coordination of the project. Cooperation among the various utilities, subcontractors, and contracts is required for the proper execution of the work.

The contractor shall contact the public as needed to coordinate the project. The contractor shall communicate with the public in a courteous and professional manner.

Prior to mobilizing, the City will schedule an Open House\Meet the Contractor meeting, at the Hillsboro Civic Center. The contractor must send a representative to this meeting, preferable the foreman/superintendent for this project. The Engineer and inspector for the City will also attend this meeting.

The contractor shall provide a detailed work schedule (Gantt chart format) for the Engineer's approval at the pre-construction conference. Controlling items will be identified and starting and completion dates for each item shall be shown. The approximate number of workers and the anticipated major equipment will be shown for two-week periods. Include the schedule in the submittal binder.

The contractor shall submit an updated schedule at two week intervals; showing progress to date and identifying any work that is behind schedule. The contractor will also indicate how items behind

schedule will be caught up. The Contractor and the Engineer will review the work schedule once every two weeks.

Note: Once roadway excavation begins, the contractor shall not cease daily operations until the project is completed.

8. Work Hours

Work hours for this project shall be 8:00am to 4:30pm Monday through Friday. These hours represent the limitations on construction noise. The contractor may work on site outside these hours provided that no activities are making excessive noise. Excessive noise is noise above non-construction background traffic noise, as deemed by the engineer.

Hours for lane restrictions shall be the same. In the event that these hours cause excessive traffic delays or congestion, the Engineer may designate different hours for lane restrictions. All traffic lanes in all directions shall be open outside of these hours.

Exceptions to work hours and lane restriction hours must be approved by the Engineer in advance. Under certain circumstances, exceptions may be made for activities such as paving and pouring concrete. Provide 48 hour advanced notice to the Engineer. Depending on the situation, additional notification to residents may also be required.

9. Lighting and Barricading

The contractor shall be responsible for the protection of all excavations, projections, and obstructions. Barricading shall be placed and maintained at all times in such a manner as to protect workers and the public. Any work during hours without sufficient daylight shall be done under temporary construction lighting. Barricading and temporary lighting are considered incidental to the traffic control bid item.

10. Access

Limit the time access is disrupted. Make arrangements with individual property owners to facilitate installation of curb, gutter, and driveways. Restore access to each property at the end of each workday. Temporary accommodations (aggregate wedges, steel plates, etc.) may be necessary to maintain access. Notify affected properties 72 hours prior to construction. Driveways shall be open within 5 days of paving. When property owners cannot be reached prior to limiting access, plan to provide accommodation. No additional payments will be made for accommodations needed to maintain access.

11. Offsite Storage and Equipment Parking

No equipment or materials shall be stored in the public right of way. It is the contractor's responsibility to arrange for an offsite storage location. Notify the engineer of arrangements for storage locations. Offsite storage areas are subject to city permitting regulations and should be available for inspection by city forces. Erosion control measures should be in place for all stockpiles.

Construction equipment should not be parked on public streets. Equipment parked on the street will be subject to applicable parking regulations. Illegally parked equipment may be fined by the police department. Any construction equipment creating a hazard to the public must be moved to a safe location immediately. Hazards are determined by the engineer or the police dept. Any

equipment moved due to hazardous conditions will require the appropriate traffic control in place during the move.

12. Surveying

The City will provide all construction surveying for this project. 48 hours notice shall be provided for any staking required. Staking requests shall be submitted to the project inspector on a City of Hillsboro Staking Request Form.

13. Tree Protection

Protect all trees not marked for removal on the construction plans. Sidewalk locations may be adjusted by the engineer during construction to minimize damage to tree roots. Payment for tree protection measures will be considered incidental to the Clearing and Grubbing bid item.

14. <u>Underground Utilities</u>

Utility locations and grades shown on these plans are approximate only. Locations are based on the best information available to the Engineer. There may be existing utilities that are not shown. It is the contractor's responsibility to locate them. At any point where the potential exists for grade conflicts, the contractor shall pothole and determine the grade of the existing utility. Potholes shall be done **48 hours** prior to the anticipated work to allow the Engineer sufficient time to make modifications or corrections. It is expected that the contractor maintain a flexible schedule as much as practicable to keep work progressing on the project. The City is not responsible for lost production due to utility conflicts. Cost for potholing and locating shall be considered incidental to the affected bid items.

Telephone number for utility notification:

Utility Notification Center

1-800-332-2344 or 811

ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification Center is (503) 232-1987).

15. Mail Service

Do not interrupt mail service during construction. Provide temporary arrangements conforming to United States Postal Service requirements. Maintain access to mailboxes during construction operations. Coordinate the installation of clustered box units with the Hillsboro Post Office.

16. Spoils

All excavated material is the property of the contractor. Include the cost of excavation, hauling, and disposal in the appropriate bid item. Stockpiling of spoils within the public right-of-way is not allowed at any time during construction. Dispose of all materials off-site in a legal manner.

17. Sanitary Facilities

The contractor shall provide suitable on-site sanitary facilities for its employees.

Special Specifications

1. Mobilization, Bond and Insurance

Project bid Item No. 1, *Mobilization, bond, and insurance*, consists of operations and preparatory work necessary to become ready to perform the work or an item of work. This bid item includes, but is not limited to, the following: Move personnel, equipment, supplies, and incidentals to the project site, establish offices, buildings, and other facilities necessary for work on the project, payment of premiums for all necessary bonds and insurance, and performing any other necessary work or operations that incur costs before beginning work on the Project.

The lump sum payment shall be paid as follows:

- When 5 percent of the total original contract amount is earned from other bid items, 50 percent of the contract amount for mobilization will be paid.
- When 10 percent of the total original contract amount is earned from other bid items, the remaining 50 percent of the contract amount for mobilization will be paid.
- Mobilization shall not exceed 10 percent of the total original contract amount.

2. Traffic Control

Maintenance of traffic and traffic control through the work area shall be the responsibility of the contractor. A traffic control plan must be submitted for this project. All traffic control must meet the minimum performance standards listed below:

- A. Provide adequate signing and flaggers to ensure the work zone is properly identified in accordance with the MUTCD and Oregon Temporary Traffic Control Handbook (OTTCH). Where the standards differ, the contractor shall comply with the most stringent standard.
- B. Provide an all hours contact for the maintenance of traffic control devices for the project. Provide this information to the City Engineer and Police Department. The City will bill the contractor for any services provided by the City to maintain a safe work zone.
- C. Traffic control and temporary protective and directional devices may be used outside the limits of the project when they have direct bearing or reference to the work under contract.
- D. No construction shall commence until the traffic control plan is approved and all construction signing is in place and approved by City Engineer.
- E. All flaggers shall have:
 - a) The mental and physical ability to provide timely, clear, and positive guidance.
 - b) A sense of responsibility for safety of public and work crew.
 - c) A neat appearance.
 - d) A courteous but firm manner.
 - e) Completed an approved work zone traffic control course within the past three (3) years. Provide evidence of completion to the Project Inspector upon request.
 - f) Two-way radios with extra batteries.

F. 24 hours before starting work, notify the Washington County Consolidated Communications Agency (503-629-0111) of any traffic impairment. Include the exact location of work, the times when work will be performed, and the dates of the work. A means of emergency access will be maintained at all times in all work zones.

The contractor shall meet the following requirements (consistent with Item A above):

- a) Submit a detailed traffic control plan at or before the preconstruction meeting. The plan shall include typical traffic control diagrams from the OTTCH, and any alternate routes.
 Do not close any intersections. Cul-de-sacs and dead ends shall have access restored within 4 hours. The traffic control plan should be included in the submittal binder.
- b) Provide the name, address and telephone number of the individual(s) responsible for project traffic control after hours.
- c) Maintain at least one lane open at all times. Restore traffic to two lanes at the end of each workday. The minimum allowable width for a lane is 10 feet, clear of all traffic control devices and construction activities. When traffic is reduced to one lane, provide a flagger at both ends of the work zone. Work near intersections may require additional flaggers.
- d) When two ten-foot lanes, clear of traffic control devices and construction activities, can be maintained in accordance with Diagram 310 of the OTTCH (2-lane Traffic Diversion Using Shoulder), then no flaggers are needed.
- e) Maintain emergency vehicle access at all times.
- f) Prioritize access for school buses.
- g) Make arrangements to maintain access for the elderly, disabled, those with special needs, and their transportation services.
- h) Provide sufficient traffic control personnel and traffic control devices.
- i) For any approved street detours notify the following:
 - a. Local Media
 - b. City Engineer
 - c. Fire and Police Dispatch
 - d. Hillsboro School Dist. 1J
 - e. Post public notice signs at approved locations two (2) weeks in advance.
- j) Provide 36 hour advance notice for parking closures. Post city provided "no parking" signs every 100 feet. Signage must be verified by the project inspector or engineer. Contractor to provide suitable supports for signs. Signs posted improperly or without required 36 hour advance notice will not be enforced by the City of Hillsboro Police Department.
- k) In the event that certain construction activities will require more than a brief interruption in traffic, the contractor may post "EXPECT 20MIN DELAYS" signs and sign an appropriate alternate route. Flaggers may direct traffic to use the alternate route to avoid delays. In the event that a vehicle wishes to proceed through the work zone restore the

lane as soon as practicable and allow the vehicle to pass. Under no circumstances should a vehicle be delayed in excess of 20 minutes.

Payment for Traffic Control will be a made under the lump sum Temporary Protection and Direction of Traffic bid item, and includes all necessary signage, traffic control devices and labor, except for flagging. Payment for flagging shall be made on an hourly basis under the flagging bid item. Unit prices for flagging shall not be less than current prevailing wage rates. No additional payments will be made for additional measures required by the engineer to ensure the safety of the project site.

3. Erosion Control

Erosion Control measures shall apply to this project, per the *Clean Water Services Design and Construction Standards*. (2007 Edition) Copies are available through Clean Water Services (CWS).

- A. Place erosion control measures prior to the start of construction.
- B. Protect all catch basins, culverts, and ditch inlets per CWS standards.
- C. The street shall be kept clean at all times. Spillage of excavated material and/or backfill shall be removed immediately.
- D. Take additional measures as required to ensure erosion control quality standards are achieved.

Payment for erosion control measures will be an all inclusive lump sum under the erosion control bid item.

4. Clearing and Grubbing

Remove all vegetation and the top 6 inches of organic soil from areas that require excavation or grading. Tree designated for removal that are smaller than 6 inches shall be removed under the Clearing and Grubbing bid item. Remaining stumps shall be removed 1 foot below finish grade. Clearing and grubbing operations shall be limited to the public right of way. Use caution when working near trees that will remain to protect root systems.

Trees greater than 4 inches in diameter will be removed under the large tree removal bid item. If the homeowner wishes to have the wood from the tree for firewood, cut the truck and any useable branches into 18 inch rounds and place in the homeowners from yard. Any remaining limbs and brush shall be disposed of by the contractor. Any other wood not claimed by the adjacent homeowner shall be disposed of by the contractor. Stumps shall be ground 1 foot below grade. All wood chips, larger roots and organic materials shall be removed. The remaining area shall be backfilled with clean topsoil and compacted to a density consistent with surrounding soils.

Payment for clearing and grubbing will be on a lump sum basis under the Clearing and Grubbing bid item, and includes all labor, equipment, and disposal as needed to perform the work.

Payment for large tree removal will be on a lump sum basis under the Large Tree Removal bid item, and includes all labor, equipment, and disposal as needed to perform the work.

5. <u>Install Storm Manhole</u>

Furnish and install a standard manhole as shown on plans. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installation of the manhole will be on an individual basis under the Furnish and Install Storm Manhole bid item, and includes all labor, materials, excavation, class B backfill and testing.

6. Install Storm Manhole Over Existing Line

Furnish and install a standard manhole over the existing storm sewer as shown on plans. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installation of the manhole over existing line will be on an individual basis under the Furnish and Install Manhole over Existing Storm Line bid item, and includes all labor, materials, excavation, class B backfill and testing.

7. <u>Install Water Quality Manhole</u>

Furnish and install 60 inch water quality manhole where shown on plans. Furnish snout style water quality manholes conforming to CWS detail 250. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installation of the water quality manhole will be on an individual basis under the Furnish and Install Water Quality Manhole bid item, and includes all labor, materials, excavation, class B backfill and testing.

8. <u>Install CG-48MH</u>

Furnish and Install a CG-48 curb inlet manhole where shown on the plans. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installing a CG-48MH will be on a lump sum basis under the Furnish and Install CG-48 Curb Inlet Manhole bid item, and includes all labor, materials, excavation, class B backfill and testing.

9. Install CG-2 Catch Basin

Furnish and install CG-2 catch basins where shown on the plans. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installing CG-2 catch basins will be on an individual basis under the Furnish and Install CG-2 Catch Basin bid item, and includes all labor, materials, excavation, class B backfill and testing.

10. <u>Install Area Drain</u>

Furnish and install Area Drains where shown on the plans. Type 2 Area Drains shall conform to CWS Detail No. 380. Small area drains shall be the 12" Hanson Type 45 Area Drain or equivalent. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installing Area Drains will be on an individual basis under the Furnish and Install Area Drains bid item, and includes all labor, materials, excavation, class B backfill and testing.

11. Furnish and Install Storm Sewer Pipe

Furnish and install storm sewer piping as shown on the plans. Use class b aggregate backfill compacted to 95% T-99 on all pipes. Corrugated Polyethylene pipe is not allowed. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installing storm sewer pipe will be on a linear foot basis under the Furnish and Install Storm Pipe with Class B backfill bid item, and includes all labor, materials, excavation, class B backfill and testing, except for compaction testing. Compaction testing will be the responsibility of the City.

No payment for pipe will be made until all testing is completed and accepted by the Engineer. Final paying will not be allowed until all pipes have been accepted and all trenches compacted to 95% T-99. Allow 10 working days from submittal of testing results for the City to review documentation and accept the work.

12. Install Inserta Tee

Furnish and install Inserta Tees where shown on the plans. Install Inserta Tees according to the manufacturer's recommendations. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for installing Inserta Tees will be on an individual basis under the Furnish and Install Inserta Tees bid item, and includes all labor, materials, excavation, class B backfill and testing.

13. Connect Storm Lateral to Storm Structure

Where shown on the plans, connect storm laterals to catch basin and manholes. Connections shall be made through holes cut with a concrete hole saw. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment for connecting storm laterals to storm structure will be on an individual basis under the Connect Storm Lateral to Storm Structure bid tem and includes all labor and materials to complete the work. Payment will be the same regardless of the type of storm structure.

14. Abandon Existing Storm Sewers

Abandon existing storm where shown on the plans.

Remove sections of existing pipes in conflict with new work. Install water tight plugs in all pipes left in place. Abandoned pipes shall be blown full of sand. Remove existing catch basins and backfill with compacted 34"-0. Abandon existing manholes by plugging all pipes, removing cones or top slabs, and backfilling remaining structure with compacted 34"-0 aggregate.

Payment for abandoning existing storm sewers will be on a lump sum basis and includes all labor, materials, blown sand, class B backfill, and disposal of spoils.

15. Adjust Manhole Rim to Grade

Adjust existing manholes (not designated for abandonment) to finish grade. All work and materials shall conform to Clean Water Services Design and Construction Standards (R&O 07-20).

Payment shall be on an individual basis under the Adjust Manhole Rim to Grade bid item, and includes all labor and material necessary to complete the work.

16. Weep Holes

Install weep holes as directed by the Engineer. Weep hole locations are not shown on the plans and will be located in the field. Typically, two weep holes are installed per taxlot. Install 7 feet of 3 inch ABS under the sidewalk area. Do not install weep holes on properties where the curb elevation is too high for a gravity drain. Cap or plug weep holes installed for future connections. Payment will be per unit and include installation in curb, excavation, pipe, fittings and backfill.

17. Reconnect Existing Storm Drain Lines

With the exception of abandoned lines, all storm drain lines encountered shall be reconnected to a weep hole in the curb or to a storm lateral. Reconnect existing lines with the appropriate fittings and pipe material.

Payment for reconnection of existing storm drain lines will be on an individual basis, and includes all labor, material, excavation and backfill required. Payment for new weep hole installation and the first 7 feet of pipe will be made under the weep hole bid item. Payment for the storm lateral will be made under the Furnish and Install Storm Pipe bid item.

18. Excavation

Removal and disposal of excavated material shall include earth, concrete, rock, asphalt, and pipe. Excavation to sub-grade must be made in a manner that will not damage the sub-grade. No vehicles, including construction equipment shall be allowed to drive on the exposed sub-grade. Sub-grade damage caused by the contractor shall be remedied at the contractor's expense. Sub-grade testing will not be required.

If soft areas are found to exist, the Contractor shall consult with the Engineer to discuss possible remedies. If authorized, in writing, foundation stabilization rock may be used to strengthen the subgrade. Payment for this remedy will be made under the Foundation Stabilization bid item.

Payment for excavation will be made on a cubic yard basis as measured in place.

19. **Embankment**

Where needed, the only embankment construction required for this project will fall between the proposed curbs and right-of-way. Any embankment constructed under proposed sidewalks must be compacted to a minimum of 92% T-180. The contractor shall be responsible for any restoration required as a result of settlement. In areas to be landscaped, the top 12" of fill must be top soil. Payment for topsoil is included in the Restoration bid item.

Payment for embankment will be on a cubic yard basis as measured in place, and includes all labor and materials necessary.

20. Geo-textile Fabric

Geo-textile fabric and base rock shall be installed as quickly as possible to facilitate the reopening of the roadway to traffic. Place fabric under the entire roadway including the curb line. Sub-grade geotextile separation fabric shall be a woven slit film fabric with a minimum ASTM D4632 Ultimate Grab Tensile Strength of 200 lbs and ASTM D6241 CBR Puncture Strength of 700 lbs. Installation shall be in accordance with manufacturer's recommendations. Any damage to sub-grade caused by the contractor shall be repaired at the contractor's expense. Sub-grade testing will not be required.

Payment for geo-textile fabric will be on a square yard basis and includes all labor and materials.

21. Foundation Stabilization

Foundation Stabilization, if needed, shall be 4" minus, clean crushed rock or approved equal. Trench quantities shall be measured in place and calculated as follows: (inside pipe diameter plus 2 feet) x (depth in feet) x (length) divided by 27 = cubic yards. When used for sub-grade stabilization, quantities will be measured in place. Payment shall be made at the unit price under the Foundation Stabilization bid item, and will include excavation and haul-off. Material will be used only as authorized by the Engineer in writing.

22. Aggregate Base Installation

Base rock shall be placed and tested per Oregon Standard Specification Section 641. The City will be responsible for all compaction testing. Costs for all other testing shall be the contractor's responsibility. Base rock shall be measured in place using the actual horizontal area and the typical section thickness as listed on the plans.

Payment for base rock will be by unit price per cubic yard in place and includes all labor, equipment and materials.

23. Install Curb and Gutter

Install City standard curb and gutter to the lines and grades on the plans. Curb shall be 3000 psi commercial grade concrete and conform to the City's standard detail STR-2.0. Install a minimum of 4 inches of compacted 3/4"-0 aggregate base under curbs.

Payment for curb and gutter will on a linear foot basis, and includes all labor and materials required. Excavation and the aggregate base shall be paid under the corresponding bid items.

24. <u>Install Concrete Sidewalks</u>

All sidewalks shall be a minimum of 3-1/2" thick Construct sidewalks with a minimum of 3000 psi commercial grade concrete mix placed on a minimum of 2" of compacted 3/4" minus base rock. All sidewalks shall comply with current ADA regulations.

Payment for concrete sidewalks will be on a square foot basis under the Furnish and Install 3 ½" Concrete Sidewalks bid item, and includes all labor, materials, and base rock.

25. <u>Install Concrete Driveways</u>

All driveways shall be a minimum of 5-1/2" thick. Construct driveways with a minimum of 3000 psi commercial grade concrete mix placed on a minimum of 2" of compacted 3/4" minus base rock. Construct driveways 18 feet and wider in two separate pours to maintain access to the property. **Driveways shall be opened to light vehicle traffic within 5 days of placing concrete. This may require a high early concrete mix design.** The sidewalk section of all driveways shall comply with current ADA regulations.

Payment for concrete driveways will be on a square foot basis under the Furnish and Install 5 ½" Concrete Driveways bid item, and includes all labor, materials, removal of existing driveway and base rock as needed to prepare and pave the driveway.

26. Install Asphalt Driveways

Where existing driveways are paved with asphalt, the driveway section from the back of the sidewalk to the right of way line shall be restored with asphalt. Place asphalt in a single 3 inch lift, or match the thickness of the existing driveway. Asphalt mix shall be a Level 2 or Level 3(contractor's discretion) ½" HMAC conforming to ODOT specifications, section 00744. Asphalt shall be placed on 4 inches of ¾"-0 compacted aggregate base.

Payment for installing asphalt driveways shall be made on a per ton basis under the Furnish and Install Asphalt Driveways bid item, and includes all labor, equipment, materials, removal of existing driveway, and base rock as needed to prepare and pave the driveway. Payment for the concrete sidewalk section of the driveway shall be made under the Install Concrete Driveways bid item.

27. Install Concrete Curb Ramps

Concrete curb ramps shall be a minimum of 3-1/2" thick Construct ramps with a minimum of 3000 psi commercial grade concrete mix placed on a minimum of 2" of compacted 3/4" minus base rock. All sidewalks shall comply with current ADA regulations.

Install a 6 inch maximum height, monolithic curb at the back of the ramp as needed to retain soil behind the ramp. This curb shall not intrude into the width of the ramp. This curb is considered part of the sidewalk ramp.

Ramps shall be constructed with black colored truncated domes as indicated within the plans. Cast in place Armor Tile truncated dome panels by Engineered Plastics Inc., CIP Tactile Panels by Masons Supply Company, or approved equal (wet set products only) are acceptable. The contractor shall supply a sample product to the Engineer prior to installing a product not listed above.

Payment for curb ramps will be on a per ramp basis and includes all labor, materials, and compacted base rock. Sidewalk ramps will include the throat (center section) with truncated domes, wings on both sides of throat, and the retaining curb at the back of ramp. Any other adjacent concrete flatwork will be paid under the concrete sidewalks bid item.

28. Retaining Walls

Construct block retaining walls in accordance with the manufacturer's instructions. Blocks shall be grey in color and equivalent to the Keystone Garden Wall tri-plane. Blocks shall be nominal 12 inches wide by 4 inches tall by 9 inches deep. Install cap stones where intended by the manufacturer.

Install 1 foot of clean 34" drain rock behind the wall for drainage. Walls shall be installed on a 6-inch 34"-0 aggregate foundation. Install perforated pipe drains with fabric socks on walls taller than 30 inches. Connect drains to weep holes in the curb.

Payment for retaining walls will be on a square foot of wall face basis, and will include all wall materials, rock backfill and foundation, excavation, and perforated drainage pipe. Payment for installation of weep holes will be made under the weep hole bid item.

29. **Saw cut**

Saw cut all concrete and existing asphalt, including trenches, driveways, and poured in place retaining walls as required for construction. After all excavation, backfill, compaction, and testing, and prior to any final paving, re-cut all pavement edges a minimum of 6" from original cut, or as directed by the Engineer.

Payment for saw cutting will be on a linear foot basis, under the saw cut bid item.

30. Trench Resurfacing

Temporary hot mix or cold mix shall be placed immediately after trench backfill has been compacted and shall be kept in good repair until final pavement work or patch repairs can be made. All costs for temporary trench repairs shall be considered incidental to the pipe item.

In areas not covered by the street improvement portion of this project, the Contractor shall T-cut, remove and replace all existing asphalt areas disturbed by construction with a minimum compacted mat thickness of four (4) inches or match existing, whichever is greater. When necessary, a 3 inch base lift may be used. No other lift shall exceed 2 inches in thickness. Asphalt concrete paving materials shall conform to ODOT Standard Specifications, Level 3 HMAC (or WMAC), ½ - inch dense graded mix.

Asphalt sections will be tested per City Standard Specification. The City will be responsible for all compaction testing. Costs for all other testing will be the contractor's responsibility and shall be considered incidental and included in that appropriate bid item. Payment for asphalt trench paving will be based on the unit price bid per ton and includes all materials, labor, equipment, and hauling required for placement.

Final paving will not be allowed until all pipes have been accepted. Allow 10 working days from submittal of pipe testing results for the City to review documentation and accept the work.

31. Adjusting Valves and Meter Boxes

Adjust existing water valves, water meter boxes, gas valves, and any other miscellaneous structure to finish grade where needed.

Payment for adjusting valves and meter boxes will be on an individual basis under the Adjust Valves and Meter Boxes to Grade bid item, and includes all labor and materials required. Payment will be the same for all types of valves and boxes regardless of the type and or utility.

32. AC Grind in Place and level.

On NW Garibaldi, east of Connell and NW Adams south of Garibaldi, grind all existing AC in place for use as road base. Re-grade as necessary and compact until firm and unyielding. When additional rock is needed, add ¾"-0 leveling rock to grade.

Payment for AC grind in place and level will be made on the square yard basis and includes all grinding and grading and labor. Payment for additional 3/4"-0 will be made under the 3/4"-0 leveling course bid item.

33. Asphalt Paving Materials

Project asphalt paving may use warm mix asphalt concrete (WMAC) or hot mix asphalt concrete (HMAC) at the contractor's discretion.

Asphalt shall be Level 3, ½" dense graded asphalt mix placed as indicated on the plans. Asphalt binder shall be PG 64-22. Placement and mix shall conform to *Oregon's Standard Specifications for Construction*, **Section 00745** – **Hot Mixed Asphalt Concrete (HMAC)** with the following modifications:

00745.01 Abbreviations - Add the following:

WMAC - Warm Mix Asphalt Concrete

00745.02 Definitions - Add the following:

Warm Mix Asphalt Concrete (WMAC) - An asphalt concrete mix following all the requirements of HMAC except that through the use of additives or processes it is mixed and placed at lower temperatures. The term WMAC shall be used interchangeably with HMAC except in subsection 00745.49(a-1). WMAC may be used at the Contractors discretion as an option upon approval by the Engineer.

00745.11(b) Asphalt Cement Additives - Add the following to the end of this subsection:

For Warm Mix Asphalt Concrete (WMAC) the additives or processes listed on the following table, or approved equal, shall be used on this contract.

WMAC Technology	Process Type	Supplier
Advera (Synthetic Zeolite)	Foaming Process	PQ Corporation
Aspha-Min (Synthetic Zeolite)	Foaming Process	Aspha-Min
Evotherm	Chemical Additive	Mead/Westvaco Asphalt Innovations
Redi-Set WMX	Chemical Additive	Akzo Nobel Surfactants, Inc.
Sasobit	Organic Additive	Sasol Wax Americas, Inc.
Plant Foaming Equipment	Foaming Process	Various Suppliers

00745.43(b) Heating Temperatures - Add the following to the "A/C Temperature Table".

	Maximum	Minimum Behind
Grading	at Mixer	Paver
Dense (WMAC)	280	215

00745.90 Payment - Add the following sentence at the beginning of the paragraph that begins "The accepted quantities...":

No separate or additional payment will be made for asphalt cement used in the mixture.

All WMAC used on the project shall be included in the appropriate contract schedule of items with no adjustment of unit price.

Delete **Pay Item** (b) and the paragraph that begins "In item (b)..."

Asphalt sections will be tested per City Standard Specification. The City will be responsible for all compaction testing. Costs for all other testing will be the contractor's responsibility and shall be considered incidental and included in that appropriate bid item. Payment for asphalt will be based on the unit price bid per ton and includes all materials, labor, equipment, and hauling required for placement.

Asphalt Cement Material Price Escalation/De-escalation - An asphalt cement escalation/de-escalation clause will be in effect during the life of the Contract.

The City reserves all of its rights under the Contract and this escalation/de-escalation provision shall not limit those rights.

(a) Monthly Asphalt Cement Material Price (MACMP) - The Monthly Asphalt Cement Material Price (MACMP) will be established by ODOT each month. For information regarding the calculation of the MACMP, and for the actual MACMP, go to the ODOT website at:

http://www.oregon.gov/ODOT/HWY/ESTIMATING/docs/asphalt_fuel_prices/macmp.pdf

If the ODOT selected index ceases to be available for any reason, the City at its discretion will select and begin using a substitute price source or index to establish the MACMP each month. The MACMP will apply to all asphalt cement including but not limited to paving grade, polymer modified, and emulsified asphalts, and recycling agents. The Agency does not guarantee that asphalt cement will be available at the MACMP.

- **(b) Base Asphalt Cement Material Price (Base)** The Base asphalt cement material price for this Project is the MACMP published on the ODOT website for the month immediately preceding the bid opening date.
- (c) Monthly Asphalt Cement Adjustment Factor The Monthly Asphalt Cement Adjustment Factor will be determined each month as follows:
- If the MACMP is within \pm 5% of the Base, there will be no adjustment.
- If the MACMP is more than 105% of the Base, then:

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Adjustment Factor = (MACMP) - (1.05 \times Base)
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• If the MACMP is less than 95% of the Base, then:

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Adjustment Factor = (MACMP) - (0.95 \times Base)
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(d) Asphalt Cement Price Adjustment - A price adjustment will be made for the items containing asphalt cement listed below. The price adjustment as calculated in (c) above will use the MACMP

for the month the asphalt is incorporated into the Project. The price adjustment will be determined by multiplying the asphalt incorporated during the month for subject Pay Items by the Adjustment Factor.

The Pay Items for which price adjustments will be made are:

Furnish and Install AC Paving Furnish and Install AC Trench Repair Furnish and Install AC Driveways

Final paving will not be allowed until all pipes have been accepted. Allow 10 working days from submittal of pipe testing results for the City to review documentation and accept the work.

34. Shoulder Rock on NW Garibaldi and NW Adams.

Furnish and install shoulder rock on NW Garibaldi and NW Adams. Typically install two-foot wide shoulders at a slope suitable for on street parking. Shoulders should be 6 inches thick and level with the edge of pavement. The bottom three inches shall be placed and level prior to paving the 3 inch AC mat. Place the top 3 inches once paving is complete.

Payment for installing the shoulder rock will be on a per ton basis as measured in the hauling vehicle and includes all labor, equipment, and materials to haul and place the ³/₄"-0 shoulder rock.

35. Signing

When required, existing street signs and posts shall be carefully removed and temporarily reinstalled during the clearing and grubbing phase of the project. Place signs immediately on temporary sign supports. Cost to relocate and maintain signs in temporary locations shall be considered incidental.

New signs and relocated signs shall be installed on new 2-inch galvanized steel Telspar breakaway posts with anchors driven 3 feet minimum. Single signs shall have 7 feet clearance from finish grade; double signs may have 6 feet minimum clearance.

Payment for final installation of signs will be at the unit price per sign under the following bid items:

Item	.Measurement
Furnish and Install New Sign on New Breakaway Support	each
Reinstall Existing Sign on New Breakaway Support	each
Furnish and Install New 2-inch Breakaway Support	each

These bid items include all labor and materials needed to complete the work.

36. Relocate School Beacon Assembly

Relocate the existing school beacon assembly two feet behind the proposed curb line. The beacon assembly is installed on an ODOT standard vehicle signal pedestal. See ODOT detail TM457 for foundation requirements. The assembly is powered by a solar panel.

Payment for relocating the school beacon assembly will be on a lump sum basis and includes all labor and materials to construct the new foundation, reinstall all of the equipment, and dispose of the old foundation.

37. Pavement Striping

All striping shall be cold tape inlay in those areas with new paving. Inlayed cold tape shall be placed and rolled at pavement surface temperatures between 120 to 150 degrees Fahrenheit with a finishing roller at a speed of 2 to 3 miles per hour. All striping shall meet ODOT standards for materials and installation.

The contractor shall be responsible for layout of all pavement markings. A representative of the City's traffic operations group will be onsite to approve the contractor's layout.

All raised pavement markers shall meet ODOT standards for materials and installation.

Payment for centerline and stop bar striping will be per actual linear footage furnished and installed. Payment for all raised pavement markers, including blue fire hydrant markers, will be considered incidental to the price bid for striping.

38. Mailboxes

Provide temporary supports for mailboxes during construction. Ensure that the post office has access to deliver the mail as needed.

New mailboxes will be Florence CBU models 1570-8 and 1570-16 or equivalent. New mailboxes will be installed on a widened sidewalk panel that is thickened in the anchor bolt area. When sidewalks are located curbside, install the mailbox facing the street with the face of the mailbox flush with the back of walk. When sidewalks are located at the property line, install the mailbox perpendicular to the curb on a concrete pad across the planter strip. Concrete pad shall be large enough to provide a 60 inch clear circle ADA turnaround for wheelchairs. Keys to the new mailboxes shall be transferred to the post office for distribution to residents. Once the new mailboxes are in service, dispose of the old mailboxes.

Existing mailboxes to be reinstalled only when as noted. Existing mailboxes will be installed on a widened sidewalk panel that is thickened in the anchor bolt area. When sidewalks are located curbside, install the mailbox facing the street with the face of the mailbox flush with the back of walk. When sidewalks are located at the property line, install the mailbox perpendicular to the curb on a concrete pad across the planter strip. Concrete pad shall be large enough to provide a 60 inch clear circle ADA turnaround for wheelchairs.

Payment for mailboxes will be on an individual basis by mailbox model, and includes all materials and labor to install the mailbox, provide temporary supports for existing mailboxes, and to dispose of existing mailboxes. Payment for the concrete pad the mailbox sits on will be made by the square foot under the concrete sidewalks bid item.

39. Cleanup and Restoration

Restore all areas disturbed during construction, including existing landscaped areas, shrubs, trees, or lawn areas. These areas shall be restored to as good or better condition than existed prior to construction. A videotape will be made by the City to utilize, as a reference to verify the restoration needed. Remove, replace if damaged, and reinstall all fences, signs (private signs), etc., as required for construction. Coordinate with the homeowners to determine if areas should be reseeded with grass or filled with bark dust.

a) Fences

Relocate existing fences to property line as required. Match existing material and installation procedures. Cost for relocation of existing fences will be considered part of the Restoration bid item.

b) Grading

Grade all areas to provide a smooth transition. Excavate or fill as required. All grades shall flow smoothly into one another and produce positive drainage. All vegetation shall be cleared and all clods and/or rocks greater than 1" in diameter shall be removed.

Backfill areas with top soil, compact, cultivate, level the ground, and remove all rocks, to the satisfaction of the Engineer prior to placing seed, fertilizer and mulch.

c) Bark Dust Areas

For those properties wishing to have bark dust installed, a 4" thick layer of medium red fir bark dust shall be placed on weed barrier geo-textile. Top grade of the bark dust shall match that of the sidewalk. Excavate and remove spoils as needed. Payment for bark dust will be incidental to the Clean Up and Restoration.

d) Seeded Areas

For those properties wishing to have the area reseeded, all vegetation shall be cleared and all clods or rocks greater than 1" in diameter shall be removed. All construction debris must be removed. When grading is complete, all exposed soil shall be prepared and planted in accordance with industry standards.

The following seed composition or approved equal shall be used:

Three Way Perennial Ryegrass Blend 33% Nobility Perennial Ryegrass 33% Delaware Dwarf Perennial Rye 34% Pleasure Perennial Ryegrass

Prevent seed, fertilizer, and mulch from falling or drifting onto areas occupied by rock base, rock shoulders, plant beds, or other areas where grass is detrimental. Remove material that falls on plants, roadways, gravel shoulders, structures, sidewalks, and areas where material is not specified. Replace any material that becomes displaced before acceptance of the work.

The contractor shall ensure that seeded areas have a uniform, healthy and weed-free stand of grass growing at the end of the establishment period. The seeding establishment period begins upon acceptance of the initial seeding work and ends upon satisfactory plant growth and coverage of the seeded areas. The minimum living plant coverage for acceptance of seeding is 90% coverage of the ground surface. The Contractor shall repair and restore soil grades and re-seed any damaged, settled, or unproductive areas to the specified conditions at the Contractor's expense.

Payment for Seeding shall be will be incidental to the Clean Up and Restoration of bid item and will include providing top soil, all grading, soil preparation and necessary watering during until the grass as been established.

e) <u>Sweeping</u>

Keep the streets, sidewalks, and driveways free of construction debris including gravel, earth, vegetation, concrete, asphalt, concrete forms, nails, etc., during construction. Sweep local work areas at the end of each day as necessary. If debris in the roadway becomes excessive or wide spread (as determined by the engineer), sweep the entire project with a truck mounted sweeper. After all other restoration is completed, sweep the entire project one final time with a truck mounted sweeper. Payment for all sweeping activities will be considered incidental to the Clean up and Restoration bid item.

f) Damaged Caused by Construction Equipment

Any damage caused by construction activities not included the scope of work are the responsibility of the contractor to repair. Any offsite storage areas will be inspected for damage as well. Damages may include, but are not limited to, cracked curbs, driveways, and sidewalks, cracks in the roadway, damage to the asphalt surface of the roadway, and tire/track rutting in landscaped areas. Damages will be noted and passed on to the contractor as they are discovered, and at the initial punch list inspection. The contractor shall make the necessary repairs in a manner acceptable to the city. The city will withhold final payment until the necessary repairs are complete.

All restoration shall be considered incidental to the bid item for Clean up and Restoration.

40. Street Trees

Plant Street trees as directed by the engineer. Street tree locations shown on the plans are approximate and final locations will be determined after all trees designated for removal have been removed. Street tree locations will need to be coordinated with the property owners. Trees shall be 2.5 inch caliper and planted in accordance with the street tree detail on the construction plans. Trees planted near sidewalks or driveways will need to have root barriers installed—typically 12 feet per tree. Street trees species to be Amur Maple, Japanese Snowbell, Golden Desert Ash, and Paper Bark Maple.

Payment for street trees shall be on an individual basis and includes all materials, staking, soil amendments, labor, and watering. Root barriers will be paid under the root barriers bid item. Street trees will be examined at end of the 1 year project warranty period. Trees that are not healthy will need to be replaced and begin a new one year warranty period.

41. Root Barriers

Install 18" Root barriers at the back of walk to protect the new sidewalk from damage from the new street trees and nearby existing trees. Root barriers shall be made of rigid plastic (interlocking panels or in roll form) and installed according to the manufacturer's recommendations.

Payment for root barriers will be on a linear foot basis under the Furnish and Install Root Barriers bid item and includes all labor, materials, and backfill.

42. Restoration of existing underground irrigation systems

All landscaping irrigation systems in conflict (lines or watering heads installed under proposed improvements) or damaged by the proposed construction shall be reconfigured or repaired to operate properly without spraying the roadway or sidewalk. Modify or repair irrigation lines so the entire system is behind the proposed sidewalk. Materials used to repair irrigation systems should match the existing system as best as practicable. New watering heads shall be consistent with the remaining watering heads on the existing line. Coordinate testing of the repaired system with the property owner.

Payment for restoration of existing underground irrigation systems will be on a t basis and includes all labor and materials.

43. Water Quality Facility Planting

Prepare water quality facility and adjacent mitigation by installing suitable top soil for the site conditions and selected plants. Install channel matting and plant the water quality facility as shown on the plans and in accordance with CWS standards.

Payment for planting the water quality facility will be made on a lump sum basis and includes all soil preparation, top soil, matting, plant materials, other materials and labor necessary to complete the planting and restoration of the water quality facility and mitigation areas.

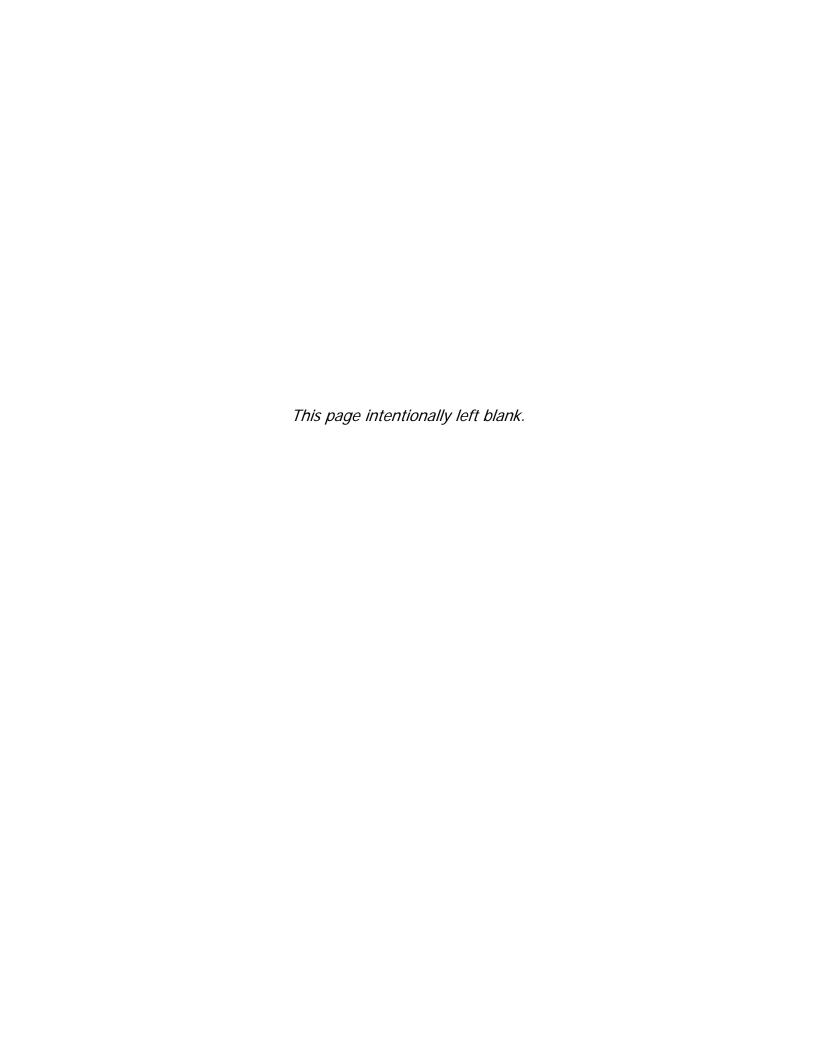
44. Water Quality Facility Retaining Walls

The retaining walls in the water quality facility shall be Ultra-block or similar with a block dimension of 2.5 feet by 2.5 feet by 5 feet. Walls shall have a minimum embedment depth of 12 inches and sit on a foundation of 3/4"-0 aggregate. Walls shall be backfilled with 3/4"-0 aggregate compacted to 95% T-99. Install a 4 inch perforated drain pipe behind the base of the wall. Compaction testing of aggregate foundation and backfill will be the responsibility of the City.

Payment for the Water Quality Facility Retaining walls shall be on a square foot basis as measured on the wall face, and includes all wall materials, foundation and backfill aggregate, perforated drain pipe, geotextile fabric, and labor as needed to complete the work.

45. Street Lighting

This is an anticipated bid item. At the time of the bid, the street lighting plans were not complete. The City is proposing an Option C LED cobra head street lighting system, with aluminum poles on precast foundations. Once the street lighting plans are completed, the City will negotiate a change order for street lighting.



CITY OF HILLSBORO STANDARD TERMS & CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

NOTICE TO ALL PUBLIC IMPROVEMENT CONTRACTORS

APRIL 2012

The attached "City of Hillsboro Standard Terms & Conditions for Public Improvement Contracts" applies to all designated public improvement contracts. The Standard Terms & Conditions consist of the following

Section No.

I.	General Information
II.	Construction Contract Performance Bond and Payment Bond
III.	Instructions to Bidders
IV.	Standard General Conditions
٧.	Sample Bid Bond
VI	Sample Warranty Bond
VII.	Prevailing Wage Rates (BOLI)

(Oregon prevailing wage rates are obtained separately and are located at: http://www.oregon.gov/BOLIWHD/PWR/pwr book.shtml When Federal funds are used for a project then the Davis-Bacon Act (DBA) Wage Determination will be attached to the Invitation to Bid.)

I. GENERAL INFORMATION

1. Bid Preparation:

Compliance. All bids must be sealed and received by the City of Hillsboro (herein used synonymously with the term "City" as used in the General Conditions) prior to the bid closing time and date. All bids shall be prepared in ink or by computer, but must be signed in ink by an authorized representative of the bidder.

Product Quality. Brand names, when used, indicate quality desired. Other brands of equal quality, merit and utility will be subject to approval, as more fully set forth under the Substitutions provision of Part II, Instructions to Bidders (SEE PART II, INSTRUCTIONS TO BIDDERS, NO. 6, SUBSTITUTIONS).

Unit and Total Price. The price per each item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required. In case of errors in extension the unit price shall prevail. The written unit price shall prevail over the numerical unit price.

Completion. The bidder shall show in the space, when provided, the earliest completion date on which completion of the work can be guaranteed. Otherwise the bidder certifies that the work will be complete according to the completion time stated in the bidding documents.

Bid Addenda. The City of Hillsboro reserves the right to make changes to the Invitation to Bid and the resulting contract, by written addenda, prior to the closing time and date. Addenda will be faxed and/or mailed to the registered Plan holders.. The City of Hillsboro is not responsible for a bidder's failure to receive notice of addenda. Addenda shall only be issued by the City of Hillsboro and upon issuance are incorporated into the Invitation to Bid or the resulting contract. If required by addendum, bidders shall sign and return the addendum with the bid.

2. Bid Evaluation:

Minimum Requirements. Evaluation of bids will be based on minimum requirements established by the specifications, compliance with conditions of the Invitation to Bid, and shall be subject to the City of Hillsboro's Administrative Rules. The City of Hillsboro may reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding of the City of Hillsboro that it is in the public interest to do so.

Oregon Products Preference. Awards shall be subject to preference for products produced or manufactured in Oregon, price, fitness, availability and quality being equal (ORS 279A.120(2)(a)).

Reciprocal Law, Bidder Preference. In determining the lowest responsible bidder, a nonresident bidder eligible to receive a preference in the state that the bidder resides, shall have that same percentage preference added to the bid amount. [ORS 279A.120(2)(b)].

Recycled Materials Preference. Awards shall be subject to preference for products manufactured from recycled materials and recycled oil, as set forth under applicable state laws.

Certification of Alteration or Erasure. A bid may be rejected if it contains any material alteration or erasure unless, before the bid is submitted, each such alteration and erasure is initialed by the person signing the bid. Nothing in this paragraph shall be construed as allowing the bidder to alter or otherwise change the bid form included in the invitation to bid, the contract, the conditions of the bid, the specifications, and/or the plans attached to the solicitation documents.

3. Bid Reading:

At the prescribed time and place given in the Invitation To Bid (ITB) bids will be publicly opened and read aloud. Bidders are invited to be present and record results. Award decisions will not be made at bid opening. Only the name of the bidder(s) and the bid item(s) to be considered for award purposes will be read at the bid opening.

4. Bid Results:

To obtain bid results, notes may be taken at the public reading of the bid or a personal inspection may be made of the bid files at a later date, BY APPOINTMENT ONLY, during regular business office hours Monday through Friday. Upon request bid tabulations (tab sheets) may be obtained from the City of Hillsboro.

CITY OF HILLSBORO

STANDARD PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No							
	(Surety #1)	Bond Am	nount No. 1:	\$			
	(Surety #2)*		nount No. 2:*	\$			
* If using mul	` • •		Total Penal Sun	n of Bond:	\$		
	s, executors, administ the sum	rators, success of	ors and assigns (Total	s firmly by the Penal	ese presents to Sum	o pay unto t of	the City of Bond)
purpose of allo	the sum we the Sureties bind owing a joint action or and severally with the I	ourselves in su actions again	ch sum "jointly st any or all of	y and severally us, and for a	" as well as "all other purpo	severally" o	nly for the
such Surety), a	•	-	F			PP	
	e Principal has entere			•	the plans, spe	ecifications,	terms and

conditions of which are contained in the above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Hillsboro, its elected officials, officers, employees agents and volunteers, against any direct or indirect damages or claim of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Principal or its subcontractors, and shall in all respects perform said contract according to law, then this obligation is to be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Hillsboro, or the abovereferenced agency(ies), be obligated for the payment of any premiums.

Part II

This bond is given and received under authority of ORS Chapter 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES.

Dated this	day of	, 20	_•	
		PRINCIPAL:		
		By	Signature	
		Attest:	Official Cap	oacity
			Corporation	Secretary
		SURETY:	f	
			for each surety if using	g multiple bonas
		BY ATTORNE [Power-of-Attorn	Y-IN-FACT: ney must accompany e	ach surety bond
			Name	
			Signature	
			Address	
		City	State	Zip
		Phone	Fax	

CITY OF HILLSBORO

STANDARD PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No				
Solicitation				
Project Name				
(Surety #1)	Bond Amount No. 1:	\$		
(Surety #2)*	Bond Amount No. 2:*	\$		
* If using multiple sureties	Total Penal Sum of Bond:	\$		
We,	rety business in Oregon, as Surety, h tors, administrators, successors and	ereby jointl assigns firn	ly and sev nly by the Penal	erally bind se presents
that we the Sureties bind ourselves in purpose of allowing a joint action of Surety binds itself, jointly and sever	such sum "jointly and severally" as r actions against any or all of us, a	nd for all	everally" o other pur	only for the poses each

WHEREAS, the Principal has entered into a contract with the City of Hillsboro, the plans, specifications, terms and conditions of which are contained in above-referenced Solicitation;

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Payment Bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and schedule of contract prices which are set forth in the Contract and any attachments, and all authorized modifications of the Contract which increase the amount of the work, or the cost of the Contract, or constitute authorized extensions of time for performance of the Contract, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall indemnify and save harmless the City of Hillsboro, its elected officials, officers, employees, agents and volunteers, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors

Part II

in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of the State of Oregon, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of Hillsboro, be obligated for the payment of any premiums.

This bond is given and received under authority of ORS Chapter 279C.380, the provisions of which hereby are incorporated into this bond and made a part hereof.

IN WITNESS WHEREOF, WE HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED AND SEALED BY OUR DULY AUTHORIZED LEGAL REPRESENTATIVES:

Dated this	day of		, 20	
		PRINCIPAL: _		
		Ву	G! 4	
			Signatur	re
		Attest:		Capacity
		Auest.		ation Secretary
		SURETY:[Add signatures for	or each if using m	ultiple bonds]
		BY ATTORNE	Y-IN-FACT:	
		[Power-of-Attorne		y each bond]
			Name	<u> </u>
			Signatui	e
			Address	
		City	State	Zip
		Phone	Fax	

Part III

III. INSTRUCTIONS TO BIDDERS

1. Scope of Work:

The work contemplated under this invitation to bid and the resulting contract includes all labor, tools, machinery, materials, transportation, equipment and services necessary for, and reasonably incidental to, the completion of all work in connection with the project described in the contract, the General Conditions, all applicable special conditions, plans, specifications, or any supplemental information that is made a part of the contract.

2. Special Notice:

The competency and responsibility of bidders and of their proposed Subcontractors will be considered in making the award.

3. Construction Contractors Board (CCB) Registration Requirements:

Bidders shall be currently registered with the CCB, holding the proper registration for the work contemplated herein, at the time of bid submittal. All Subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

4. Examination of Plans, Specifications, and Work Site:

It is understood that a bidder, before submitting its bid, has made a careful examination of all plans, specifications and contract documents; that the bidder is fully informed as to the quality and quantity of materials and the character of the work required; and that the bidder has made a careful examination of the location and conditions of the work and the sources of supply for materials. It is further understood that a bid awarded hereunder is subject to the Department identified in the Invitation to Bid being able to comply with all zoning ordinances or obtain rezoning of the property where necessary. Bid shall comply with local building code restrictions and conditions for the structure or structures contemplated in the bid. Any or all of the above conditions may be contained in the contract and if such conditions are not satisfied may result in termination of the contract. The City of Hillsboro will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the work.

5. Interpretation of Contract Documents:

If a bidder finds discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their meaning; the bidder shall at once notify the City of Hillsboro. The City of Hillsboro will then investigate and determine if an addendum will be issued (see No. 7. Protest or Request for changes).

6. Substitutions:

When a brand name(s) is required by the specifications, all bidders shall provide the specified product unless another product or products are approved through product substitution. A product substitution request shall be made in writing. The written request shall be submitted to the City of Hillsboro not later than ten (10) days prior to the bid closing date. A product substitution request shall contain sufficient information to determine product acceptability. A product substitution request that is not complete may not be considered. All approved substitutions will be listed in an addendum issued by the City of Hillsboro. NO PRODUCT SUBSTITUTION SHALL BE CONSIDERED UNLESS AUTHORIZED AND SET FORTH IN AN ADDENDUM ISSUED BY THE CITY OF HILLSBORO.

7. Protest or Request for Changes of Specifications and/or Bidding Requirements (OAR 137-049-0260)

Bidders may, in writing, protest or request changes of any [bid] specifications or contract terms. This written protest or request must be received by the City of Hillsboro unless stated differently in the bidding document no later than ten (10) days prior to the Bid Closing date. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms. Envelopes containing bid protests shall be marked as follows:

Bid Specification Protest or Request Bid Number

No protest of the content of bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms. The protest shall be reviewed and a final determination shall be made by the City Manager.

8. Security to be Furnished by Each Bidder

Each bid when the contract price exceeds \$50,000 (HMC 2.56.100B.) shall be accompanied by a certified or cashier's check or bid bond in an amount equal to 10% of the total amount of the bid as bid security to ensure that the bidder, if offered, will execute the contract agreement and provide the performance, payment and warranty bond as required. The lowest responsible and responsive bidder will be required to provide a performance bond and a payment bond in an amount equal to one hundred percent 100% of the contract award when the contract amount exceeds \$50,000 (HMC 2.56.100C.2.).

The City of Hillsboro reserves the right to hold the bid security of all bidders until the Notice to Proceed is issued or for sixty (60) days after bid closing, whichever is sooner (unless a longer or shorter period is specified in the Invitation to Bid.)

Should the bidder fail to execute the contract agreement and furnish the satisfactory performance and payment bond after the bid has been accepted, the bid security shall become the property of the City of Hillsboro.

Part III

9. Bids are Offers

The bid is the bidder's offer to enter into a contract which, if the bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Invitation to Bid. A bidder shall not make the bid contingent upon the City's acceptance of specifications or contract terms that conflict with or are in addition to those advertised in the Invitation to Bid, except that a bidder may condition the time for bid acceptance in accordance with the Time for Bid Acceptance provision.

10. Time for Bid Acceptance

A bidder may submit a bid response conditioning the time for bid acceptance contained in the Invitation to Bid. The City of Hillsboro reserves the right to consider a bid response containing a condition that limits its time for bid acceptance. The City of Hillsboro may, solely at its option, accept a shorter time for bid acceptance, even though the Invitation to Bid may state a longer period. The City of Hillsboro reserves the right to either accept or reject the bid response containing the time condition if the bid response is otherwise the lowest responsible and responsive bidder.

11. Filling in Bid Forms

The bid response shall be made on the form provided in the Invitation to Bid and as prescribed by the City of Hillsboro. The bidder or proposer may not alter, modify or change the bid form except as directed by bid addendum. Any other form of the bid is invalid. Bidders are required to use the form provided within the Invitation to Bid.

Bids may be rejected if they contain any recapitulation or restating of the work to be done, disclaimers, exceptions or other limitations. Any submitted bid that is not properly and completely filled out may be rejected as being non-responsive.

The bid response shall be sealed and delivered to the location specified in the Invitation To Bid (ITB) prior to the bid closing time and date. Bids received after the bid closing time and date shall not be considered for award and will be returned to the bidder unopened.

12. Drug Testing Requirements

Pursuant to ORS 279C.505, the bidder certifies by its signature on these solicitation document forms that it has a Drug Testing Program in place for its employees.

13. Modification of Bids

Once submitted, bids may be modified in writing prior to the time and date set for bid closing. Modifications shall be prepared on the bidder's letterhead, signed by an authorized representative of the bidder, state that the new document supersedes or modifies the prior bid and be submitted in a sealed envelope, appropriately marked identifying the bid number and closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable. The written modification shall be made a permanent part of the public bid file.

14. Withdrawal of Bids

A bid may be withdrawn prior to the bid closing time and date. Bids may be withdrawn in writing, on the bidder's letterhead, signed by an authorized representative of the bidder, and appropriately marked, identifying the bid number and closing time and date. Telephone, telegraphic and facsimile modifications are not acceptable. The written bid withdrawal shall be made a permanent part of the public bid file.

15. Protest of Award (Also see Section I, #10 of the Invitation to Bid)

An adversely affected or aggrieved bidder may protest contract award within the time stipulated in the bidding documents or if no time is including in the solicitation documents, then seven (7) days following issuance of the written "Notice of Intent to Award." Notice of contract award shall consist of either a notice to the apparent lowest bidder or issuance of the Notice to Proceed (whichever is earliest). Unsuccessful bidders are not generally notified that a contract is awarded. In order to be an adversely affected or aggrieved bidder, the bidder must claim to be eligible for award of the contract as the lowest responsible and responsive bidder and that any and all lower bidders are ineligible to receive contract award.

An actual bidder who is adversely affected or aggrieved by the award of the contract to another bidder may protest award, in writing, within the timeline established. The written protest shall state the grounds upon which the protest is based. No protest of award shall be considered after the established timeliness. The protest of award shall be submitted to the City Manager at 150 East Main Street, Hillsboro, Oregon 97123. The protest shall be reviewed and a final determination shall be made by the City Manager.

16. Pursuant to OAR 137-049-0260, no protest against award because of the content of bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

CITY OF HILLSBORO STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS TABLE OF SECTIONS

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CITY OF HILLSBORO STANDARD GENERAL CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS

SECTION A

A.1 DEFINITION OF TERMS

In the Contract Documents the following terms shall be as defined below:

ARCHITECT. means a person who is registered and holds a valid certificate in the practice of architecture in the State of Oregon, as provided under ORS 671.010 to 671.220, and includes without limitation the terms "architect," "licensed architect" and "registered architect."

<u>BID</u>, means a competitive offer, which is binding on the offeror, in which price, delivery (or Project completion), and conformance to specification and the requirements of the Invitation to Bid will be the predominant award criteria.

<u>BIDDER</u>, means the Person who submits a Bid in response to the City's Invitation to Bid.

CITY, means City of Hillsboro.

<u>CITY'S AUTHORIZED REPRESENTATIVE</u>, means those individuals identified in writing by the City to act on behalf of the City for this Project.

<u>CLAIM</u>, means a resubmitted change request which has been previously denied by the City's Authorized Representative.

<u>CONTRACT</u>, means the written agreement between the City and the Contractor comprised of the Contract Documents which describe the Work to be done and the obligations between the parties.

<u>CONTRACT</u> <u>DOCUMENTS</u>, means the Solicitation Document and addenda thereto, Instructions to Bidders or Proposers, General Conditions, Supplemental General Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, performance bond, Plans, Specifications, approved shop drawings, and approved change orders.

<u>CONTRACT PERIOD</u>, as set forth in the Contract Documents, means the period beginning with the issuance of the Notice to Proceed and concluding upon Final Completion.

CONTRACT PRICE, means the total of the awarded bid amount, as increased or decreased by the price of approved alternates and change orders.

CONTRACTOR, means the Person awarded the Contract for the Work contemplated.

<u>DAYS</u>, are calendar days, including weekdays, weekends and holidays, unless otherwise specified.

<u>DIRECT COSTS</u>, means, unless otherwise provided in the Contract Documents, the cost of materials, including sales tax, cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; worker's compensation insurance; bond premiums, rental cost of equipment, and

machinery; and the additional costs of field personnel directly attributable to the Work.

<u>DISADVANTAGED BUSINESS ENTERPRISE</u>, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any corporation, at least 51 percent of the stock of which is owned by one or more socially disadvantaged individuals and whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

ECONOMICALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who is socially disadvantaged and whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to another in the same business area who is not socially disadvantaged.

EMERGING SMALL BUSINESS, means (a) a business with its principal place of business located in this state; (b) a business with average annual gross receipts over the last three years not exceeding \$1 million for construction firms and \$300,000 for non-construction firms; (c) a business which has fewer than 20 employees; (d) an independent business; (e) a business properly licensed and legally registered in this state, and (f) a business certified by the Office of Minority, Women and Emerging Small Business.

ENGINEER. means a person who is registered and holds a valid certificate in the practice of engineering in the State of Oregon, as provided under ORS 672.002 to 672.325, and includes all terms listed in ORS 672.002 (2).

FINAL COMPLETION, means the final completion of all requirements under the Contract, including Contract Closeout as described in Section K but excluding Warranty Work as described in Section I.2, and the final payment and release of all retainage, if any, released.

<u>FORCE MAJEURE</u>, means an act, event or occurrence caused by fire, riot, war, acts of God, nature, sovereign, or public enemy, strikes, freight embargoes or any other act, event or occurrence that is beyond the control of the party to this Contract who is asserting Force Majeure.

INVITATION TO BID means the solicitation document utilized for this Project.

MINORITY OR WOMEN BUSINESS ENTERPRISE, as defined in ORS 200.005, means a small business concern which is at least 51 percent owned by one or more minorities or women, or in the case of a corporation, at least 51 percent of the stock of which is owned by one or more minorities or women, and whose management and daily business operations are controlled by one or more such individuals.

MINORITY INDIVIDUAL, as defined in ORS 200.005, means a person who is a citizen or lawful permanent resident of the United States who is:

(a) Black who is a person having origins in any of the black racial groups of Africa;

- (b) Hispanic who is a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- (c) Asian American who is a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;
- (d) Portuguese who is a person of Portuguese, Brazilian or other Portuguese culture or origin, regardless of race;
- (e) American Indian or Alaskan Native who is a person having origins in any of the original peoples of North America: or
- (f) Member of another group, or another individual who is socially and economically disadvantaged as determined by the Advocate for Minority, Women and Emerging Small Businesses.

NOTICE TO PROCEED, means the official written notice from the City stating that the Contractor is to proceed with the Work defined in the Contract Documents. Notwithstanding the Notice to Proceed, Contractor shall not be authorized to proceed with the Work until all initial Contract requirements, including the Contract, a 100% performance bond and a 100% payment bond, and certificates of insurance, have been fully executed and submitted to the City in a suitable form.

<u>OFFER</u>, means a bid in connection with an invitation to bid and a proposal in connection with a request for proposals.

<u>OFFEROR</u>, means a bidder in connection with an invitation to bid and a proposer in connection with a request for proposals.

OVERHEAD, means those items which may be included in the Contractor's markup (general and administrative expense, overhead and profit) and shall not be charged as direct cost of the Work: personnel above the level of foreman (i.e., superintendents and Project managers); equipment owned or leased by the Contractor (i.e., job trailers, small tools); expenses of the Contractor's offices including personnel; and overhead and general administrative expenses.

<u>PERSON</u>, means an individual doing business as a sole proprietorship, a partnership, a joint venture, a corporation, a limited liability company or partnership, or any other entity possessing the legal capacity to contract.

<u>PLANS</u>, means the drawings which show the location, type, dimensions, and details of the Work to be done under the Contract.

PROJECT, means the specific work to be performed as described in the Contract Documents.

<u>PROJECT MANAGER.</u> Means the individual identified in the bid documents or contract, which may act on behalf of the City for this project.

<u>PUNCHLIST</u>, means the list of Work yet to be completed or deficiencies which need to be corrected in order to achieve Final Completion of the Contract.

<u>SMALL</u> <u>BUSINESS</u> <u>CONCERN</u>, as defined in ORS 200.005, means a small business as defined by the United States Small Business Administration per 13 CFR, part 121, as amended.

SOCIALLY DISADVANTAGED INDIVIDUAL, as defined in ORS 200.005, means an individual who has been subjected to racial or ethnic prejudice or cultural bias, without regard to individual qualities, because of the individual's identity as a member of a group.

SOLICITATION DOCUMENT, means an invitation to bid or request for proposal or request for quotes.

SPECIFICATION, means any description of the physical or functional characteristics of the Work, or of the nature of a supply, service or construction item. Specifications may include a description of any requirement for inspecting, testing or preparing a supply, service or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the results or products to be obtained and may, on occasion, describe the method and manner of doing the work to be performed. Specifications may be incorporated by reference and/or may be attached to the Contract.

<u>SUBCONTRACTOR</u>, means a Person having a direct contract with the Contractor, or another Subcontractor, to perform one or more items of the Work.

SUBSTANTIAL COMPLETION, means the date when the City accepts in writing the construction, alteration or repair of the improvement to real property or any designated portion thereof as having reached that state of completion when it may be used or occupied for its intended purpose. (Refer also to Section K.4.)

<u>SUBSTITUTIONS</u>, means items that are the same or better in function, performance, reliability, quality, and general configuration as that product(s) specified. Approval of any substitute item shall be solely determined by the City's Authorized Representative. The decision of the City's Authorized Representative is final.

SUPPLEMENTAL GENERAL CONDITIONS, means those conditions that remove from, add to, or modify these General Conditions. Supplemental General Conditions may be included in the Solicitation Document or may be a separate attachment to the Contract. To the extent the terms of the Supplemental General Conditions and these General Conditions conflict, the terms of Supplemental General Conditions will prevail.

<u>WOMAN</u>, as defined in ORS 200.005, means a person of the female sex who is a citizen or lawful permanent resident of the United States.

<u>WORK</u>, means the furnishing of all materials, equipment, labor, transportation, services and incidentals necessary to successfully complete any individual item or the entire Contract and the carrying out of duties and obligations imposed by the Contract Documents.

A.2 SCOPE OF WORK

The Work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of all construction work in connection with the Project described in the Contract Documents. The Contractor shall perform all Work necessary so that the Project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

A.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Solicitation Document, Invitation to Bid including any bid addenda, Instructions to Bidders, General Conditions, Supplemental Conditions, if any, accepted Bid, the Contract and amendments thereto, if any, Performance/Payment Bond, Plans, Specifications, approved shop drawings, approved equals and approved change orders.

A.4 INTERPRETATION OF DOCUMENTS

- A4.1 The Contract Documents are intended to be complementary. Whatever is called for in one, is interpreted to be called for in all. However, in the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities
 - I. The Contract, and amendments to same, with those of later date having precedence over those of an earlier date:
 - 2. Bidding Documents, (all Items listed)
 - 3 The Supplemental Conditions (if any);
 - 4. The Standard Terms & Conditions of the City of Hillsboro:
 - 5. Specifications and Plans and notes on Plans.
- A4.2 In the case of an inconsistency between Plans and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the City or City's Authorized Representative's interpretation in writing.
- A4.3 If the Contractor finds discrepancies in, or omissions from the Contract Documents, or if the Contractor is in doubt as to their meaning, the Contractor shall at once notify the City or City's Authorized Representative. Contractor shall not proceed without direction in writing from the City or City's Authorized Representative.
- A.4.4 References to standard specifications, manuals, codes of any technical society, organization or association, to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, laws or regulations in effect in the jurisdiction where the Project is occurring on the first published date of the Solicitation Document, except as may be otherwise specifically stated.

A.5 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

A.5.1 It is understood that the Contractor, before submitting a Bid, has made a careful examination of the Contract Documents; has become fully informed as to the quality and quantity of materials and the character of the Work required; and has made a careful examination of the location and conditions of the Work and the sources of

supply for materials. The City will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to acquire full information in advance in regard to all conditions pertaining to the Work. No oral agreement or conversation with any officer, agent, or personnel of the City, or with the Architect/Engineer either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- A.5.2 Should the Plans or Specifications fail to particularly describe the materials, kind of goods, or details of construction of any aspect of the Work, Contractor shall have the duty to make inquiry of the City and Architect/Engineer as to what is required prior to performance of the Work. Absent Specifications to the contrary, the materials or processes that would normally be used to produce first quality finished Work shall be considered a part of the Contract requirements.
- A.5.3 Any design errors or omissions noted by the Contractor shall be reported promptly to the City's Authorized Representative, including without limitation, any nonconformity with applicable laws, statutes, ordinances, building codes, rules and regulations.
- If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the City's Authorized Representative in response to the Contractor's notices or requests for information, the Contractor must submit a written request to the City's Authorized Representative, setting forth the nature and specific extent of the request, including all time and cost impacts against the Contract as soon as possible, but no later than five (5) Days after receipt by Contractor of the clarifications or instructions issued. If the Contractor does not concur with the decision of the City's Authorized Representative regarding time and cost impacts of the clarifications or instructions, the Contractor may proceed to file a Claim under Section D.3, Claims Review Process. If the Contractor fails to perform the obligations of Sections A.5.1 to A.5.3, the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations.

A.6 INDEPENDENT CONTRACTOR STATUS & TAX CERTIFICATE

The service or services to be performed under this Contract are those of an independent contractor. Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265.

Contractor certifies that it is in full compliance with the Oregon tax laws in accordance with ORS 305.385.

A.7 RETIREMENT SYSTEM STATUS & TAXES

Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment received under this Contract. Contractor will not be eligible for any benefits from these Contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual. Unless the Contractor is subject to backup withholding, City will not withhold from such payments any amount(s) to cover Contractor's federal or state tax obligations

A.8 GOVERNMENT EMPLOYMENT STATUS

- A.8.1 If this payment is to be charged against federal funds, Contractor certifies that it is not currently employed by the Federal Government. This does not preclude the Contractor from holding another contract with the Federal Government.
- A.8.2 Contractor certifies that Contractor is not an employee of the State of Oregon for purposes of performing Work under this Contract.

A.9 ASSIGNMENT OF ANTI-TRUST RIGHTS

By entering into a contract, the contractor, for consideration paid to the contractor under the contract, does irrevocably assign to the City of Hillsboro any claim for relief or cause of action which the contractor now has or which may accrue to the contractor in the future, including at the City's option, the right to control any such litigation on such claim for relief or cause of action, by reason of any violation of 15 USC ss. 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the contractor by any person, which goods or services are used, in whole or in part, for the purpose of carrying out the contractor's obligations under this contract.

In the event the contractor hires subcontractors to perform any of the contractor's duties under the contract, the contractor shall require the subcontractor to irrevocably assign to the City of Hillsboro, as a third party beneficiary any right, title or interest that has accrued or may accrue to the subcontractor by reason of any violation of 15 USC ss. 1-15, ORS 646.725 or ORS 646.730, including at the City's option, the rights to control any litigation arising there under, in connection with any goods or services provided to the subcontractor by any person, in whole or in part, for the purpose of carrying out the subcontractor's obligations as agreed to by the contractor in pursuance of the completion of the contract.

- In connection with this assignment, it is an express obligation of the contractor that it will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder to the City of Hillsboro. It is an express obligation of the contractor to advise the City Attorney:
- A9.1 In advance, of its intention to commerce any action on its own behalf regarding such claims for relief or causes of action.
- A9.2 Immediately, upon becoming aware of the fact that an action has been commenced on its own behalf by some other person or persons, of the tendency of such action; and
- A9.3 The date on which it notified the obligor(s) of any such claims for relief or causes of action of the fact of its assignment to the City of Hillsboro.

Furthermore, it is understood or agreed that in the event that any payment under any such claim is made to the contractor, it shall promptly pay over to the City of Hillsboro its proportionate share thereof, if any, assigned to the City hereunder.

SECTION B

ADMINISTRATION OF THE CONTRACT

B.1 CONTRACTOR'S MITIGATION OF IMPACTS

B.1.1 The Contractor is responsible to protect and maintain the Work during the course of construction and to mitigate any adverse impacts to the Project, including those caused by authorized changes, which may affect cost, schedule, or quality.

B.1.2 The Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the Project.

B.2 MATERIALS AND WORKMANSHIP

- B.2.1 The intent of the Contract Documents is to provide for the construction and completion in every detail of the Work described. All Work shall be performed in a professional manner and unless the means or methods of performing a task are specified elsewhere in the Contract Documents, Contractor shall employ methods that are generally accepted and used by the industry, in accordance with industry standards.
- B.2.2 The Contractor is responsible to perform the Work as required by the Contract Documents. Defective Work shall be corrected at the Contractor's expense.
- B.2.3 Work done and materials furnished shall be subject to inspection and/or observation and testing by the City's Authorized Representative to determine if they conform to the Contract Documents. Inspection of the Work by the City's Authorized Representative does not relieve the Contractor of responsibility for the Work in accordance with the Contract Documents.
- B.2.4 Contractor shall furnish adequate facilities, as required, for the City's Authorized Representative to have safe access to the Work including without limitation walkways, railings, ladders, tunnels, and platforms. Producers, suppliers, and fabricators shall also provide proper facilities and access to their facilities.
- B.2.5 The Contractor shall furnish samples of materials for testing by the City's Authorized Representative and include the cost of the samples in the Contract Price.

B.3 PERMITS

B.3.1 Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Supplemental General Conditions, for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental, etc., as required for the Project. Contractor shall be responsible for all violations of the law, in connection with the construction or caused by obstructing streets, sidewalks or otherwise. Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save harmless and blameless from loss, on account thereof, the City of Hillsboro, and its departments, divisions, members and employees.

B.4 COMPLIANCE WITH GOVERNMENT REGULATIONS

- B.4.1 Contractor shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to the Work including obtaining a City of Hillsboro Business License or obtaining a METRO contractor's business license and complying with the rules adopted by the Oregon Utility Notification Center. Failure to comply with such requirements shall constitute a breach of Contract and shall be grounds for Contract termination. Damages or costs resulting from noncompliance shall be the responsibility of Contractor.
- B.4.2 Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and

- a) Contractor shall not discriminate against Minority, Women or Emerging Small Business enterprises in the awarding of subcontracts or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined by ORS 408.225.(ORS 279A.110).
- b) Contractor shall maintain, in current and valid form, all licenses and certificates required by law, regulation, or this Contract when performing the Work.
- B.4.3 Unless contrary to federal law, Contractor shall certify that it shall not accept a bid or proposal from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such Subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids or proposals to the Contractor.
- B.4.4 Unless contrary to federal law, Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- B.4.5 The following notice is applicable to Contractors who perform excavation Work. ATTENTION: Contractor acknowledges and agrees that Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.
- B.4.6 Failure to comply with any or all of the requirements of B.4.1 through B.4.5 shall be a breach of Contract and constitute grounds for Contract termination. Damages or costs resulting from such noncompliance shall be the responsibility of Contractor.

B.5 SUPERINTENDENCE

Contractor shall keep on the site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the City and who shall represent the Contractor on the site. Directions given to the superintendent by the City's Authorized Representative shall be confirmed in writing to the Contractor.

B.6 INSPECTION

- B.6.1 City's Authorized Representative shall have access to the Work at all times.
- B.6.2 Inspection of the Work will be made by the City's Authorized Representative at its discretion. The City's Authorized Representative will have authority to reject Work that does not conform to the Contract Documents. Any Work found to be not in conformance with the Contract Documents, in the discretion of the City's Authorized Representative, shall be removed and replaced at the Contractor's expense.
- B.6.3 Contractor shall make or obtain at the appropriate time all tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the City, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work. The Contractor shall give the City's Authorized

Representative 72 hours notice, not including weekends or holidays, of when and where tests and inspections are to be made so that the City's Authorized Representative may be present for such procedures. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the City's Authorized Representative.

- B.6.4 As required by the Contract Documents, Work done or material used without inspection or testing by the City's Authorized Representative may be ordered removed at the Contractor's expense.
- B.6.5 If directed to do so any time before the Work is accepted, the Contractor shall uncover portions of the completed Work for inspection. After inspection, the Contractor shall restore such portions of Work to the standard required by the Contract. If the Work uncovered is unacceptable or was done without sufficient notice to the City's Authorized Representative, the uncovering and restoration shall be done at the Contractor's expense. If the Work uncovered is acceptable and was done with sufficient notice to the City's Authorized Representative, the uncovering and restoration will be paid for as a change order.
- B.6.6 If any testing or inspection reveals failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the City's Authorized Representative's and Architect/Engineer's services and expenses, shall be at the Contractor's expense.
- B.6.7 When the United States government participates in the cost of the Work, or the City has an agreement with other public or private organizations, or if any portion of the Work is being performed for a third party or in close proximity to third party facilities, representatives of these organizations have the right to inspect the Work affecting their interests or property. Their right to inspect shall not make them a party to the Contract and shall not interfere with the rights of the parties of the Contract. Instructions or orders of such parties shall be transmitted to the Contractor, through the City's Authorized Representative.

B.7 SEVERABILITY

If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B.8 ACCESS TO RECORDS

- B.8.1 Contractor shall keep, at all times on the Work site, a copy of the complete Contract Documents and current record drawings, and shall at all times give the City's Authorized Representative access thereto.
- B.8.2 The City and its duly authorized representatives shall have access, for a period not less than three (3) years, to books, documents, papers and records of Contractor which are pertinent to the Contract including records pertaining to overhead and indirect costs, for the purpose of making audit, examination, excerpts and transcripts. If for any reason, any part of the Contract is involved in litigation, Contractor shall retain all pertinent records until all litigation is resolved. The City and/or its agents will continue to be provided full access to the records during litigation.

B.9 WAIVER

Failure of the City to enforce any provision of this Contract shall not constitute a waiver or relinquishment by the City of the fight to such performance in the future nor of the right to enforce any other provision of this Contract.

B.10 ASSIGNMENTS/SUBCONTRACT

Contractor shall not assign, sell, or transfer its rights, or delegate its responsibilities under this Contract, in whole or in part, without the prior written approval of the City. No such written approval shall relieve Contractor of any obligations of this Contract, and any transferee shall be considered the agent of the Contractor and bound to perform in accordance with the Contract Documents. Contractor shall remain liable as between the original parties to the Contract as if no assignment had occurred.

B.11 SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and shall accrue to the benefit of the parties to the Contract and their respective successors and assigns.

B.12 <u>CITY'S RIGHT TO DO WOR</u>K

City reserves the right to perform other or additional work at or near the Project site with other forces than those of the Contractor. If such work takes place within or next to the Project site, Contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials being used so as not to interfere with the operations of another, and join the Work with the work of the others in an acceptable manner and perform it in proper sequence to that of the others. The City's Authorized Representative will resolve any disagreements that may arise between or among Contractor and the other contractors over the method or order of doing all work (including the Work). In case of unavoidable interference, the City's Authorized Representative will establish work priority (including the Work) which generally will be in the sequence that the contracts were awarded.

B.13 OTHER CONTRACTS

In all cases and at any time, the City has the right to execute other contracts related to or unrelated to the Work of this Contract. The Contractor of this Contract will fully cooperate with any and all other contractors without additional cost to the City in the manner described in section B.12.

B.14 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflict of laws.

B.15 LITIGATION

Any Claim between City and Contractor that arises from or relates to this Contract and that is not resolved through the Claims Review Process in Section D.3 shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the City of Hillsboro on any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh

Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. CONTRACTOR BY EXECUTION OF THIS CONTRACT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THE COURTS REFERENCED IN THIS SECTION B.15.

B.16 ALLOWANCES

- B.16.1 The Contractor shall include in the Contract Price all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct.
- B. 16.2 Unless otherwise provided in the Contract Documents:
- (a) when finally reconciled, allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts:
- (b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Price but not in the allowances;
- (c) whenever costs are more than or less than allowances, the Contract Price shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (i) the difference between actual costs and the allowances under Section B.16.2(a) and (2) changes in Contractor's costs under Section B.16.2(b).
- (d) Unless City requests otherwise, Contractor shall provide to City a proposed fixed price for any allowance work prior to its performance.

B.17 <u>SUBMITTALS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES</u>

- B.17.1 The Contractor shall prepare and keep current, for the City's Authorized Representative, a schedule and list of submittals, which is coordinated with the Contractor's construction schedule and allows the City's Authorized Representative ten (10) days to review submittals. The City reserves the right to finally approve the schedule and the list of submittals. Submittals include, without limitation, Shop Drawings, Product Data, and Samples, which are described below:
- (a) Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
- (b) Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- (c) Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
- B.17.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review of submittals by the Architect/Engineer is not conducted for the purpose of determining the accuracy and completeness of other details

such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for approval of safety precautions or, unless otherwise specifically stated by the Architect/Engineer, of any construction means, methods, techniques, sequences or procedures, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect/Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect/Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component. Informational submittals upon which the Architect/Engineer is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by Architect/Engineer without action.

B.17.3 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect/Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect/Engineer without action.

B.17.4 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

B.17.5 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect/Engineer.

B.17.6 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect/Engineer's review or approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect/Engineer in writing of such deviation at the time of submittal and (1) the Architect/Engineer has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order has been executed by the City authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect/Engineer's review or approval thereof.

B.17.7 In the event that the City elects not to have the obligations and duties described under this Section B.17 performed by the Architect/Engineer, or in the event no Architect/Engineer is employed by the City on the project, all obligations and duties assigned to the Architect/Engineer hereunder shall be performed by the City's Authorized Representative.

B.18 SUBSTITUTIONS

The Contractor may make Substitutions only with the consent of the City, after evaluation by the City's Authorized Representative and only in accordance with a Change Order. Substitutions shall be subject to the requirements of the bid documents. By making requests for Substitutions, the Contractor represents that the Contractor has personally investigated the proposed substitute product; represents that the Contractor will provide the same warranty for the Substitution that the Contractor would for the product originally specified unless approved otherwise; certifies that the cost data presented is complete and includes all related costs under this Contract including redesign costs, and waives all claims for additional costs related to the Substitution which subsequently become apparent; and will coordinate the installation of the accepted Substitution, making such changes as may be required for the Work to be completed in all respects.

B.19 USE OF PLANS AND SPECIFICATIONS

Plans, Specifications and related Contract Documents furnished to Contractor by City or City's Architect/Engineer shall be used solely for the performance of the Work under this Contract. Contractor and its Subcontractors and suppliers are authorized to use and reproduce applicable portions of such documents appropriate to the execution of the Work, but shall not claim any ownership or other interest in them beyond the scope of this Contract, and no such interest shall attach. Unless otherwise indicated, all common law, statutory and other reserved rights, in addition to copyrights, are retained by the City.

B.20 FUNDS AVAILABLE AND AUTHORIZED

The City reasonably believes at the time of entering into this Contract that sufficient funds are available and authorized for expenditure to finance the cost of this Contract within the City's appropriation or limitation. Contractor understands and agrees that, to the extent that sufficient funds are not available and authorized for expenditure to finance the cost of this Contract, the City's payment of amounts under this Contract attributable to Services performed after the last day of the current fiscal year is contingent on the City receiving from the City of Hillsboro City Council appropriations, limitations or other expenditure authority sufficient to allow the City, in the exercise of its reasonable administrative discretion, to continue to make payments under this Contract.

B.21 ATTORNEY FEES

If a suit or action is filed to enforce any of the terms of this Contract each party is responsible for heir respective costs and fees, including attorney fees.

SECTION C

WAGES AND LABOR

C.1 WAGE RATES ON PUBLIC WORKS

C.1.1 When the Contract price exceeds \$50,000 or when \$2,000 or more of Federal funds are used, the Contractor shall comply fully with the provisions of ORS 279C.800 through 279C.870, including the prevailing wage rates established by the Bureau of Labor and Industries (BOLI). Documents establishing those conditions, as determined by the Commissioner of the Bureau of Labor and Industries (BOLI), are incorporated as referenced herein. If Federal funds are used then the Davis-Bacon Act (DBA) Wage Determination will be attached to the Invitation to Bid. The Contractor and Subcontractor(s) shall pay the higher of the applicable State or Federal prevailing rate of wage.

C.1.2 In accordance with ORS 279C.830(c)(3) the Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project unless exempt.

C.2 PAYROLL CERTIFICATION AND FEE REQUIREMENTS; ADDITIONAL RETAINAGE

In accordance with ORS 279C.845, the Contractor and every Subcontractor shall submit written certified statements to the City's Authorized Representative, on the form prescribed by the Commissioner of the Bureau of Labor and Industries (BOLI), certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed on the project and further certifying that no worker employed on the project has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the Contract, which certificate and statement shall be verified by the oath of the Contractor or the Subcontractor that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor or Subcontractor's best knowledge and belief. The certified statements shall set out accurately and completely the payroll records for the prior week including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. Certified statements for each week during which the Contractor or Subcontractor has employed a worker on the project shall be submitted once a month, by the fifth business day of the following month.

The Contractor and Subcontractors shall preserve the certified statements for a period of six (6) years from the date of completion of the Contract.

- C.2.2 Pursuant to ORS 279C.845(7), the City shall retain 25 percent of any amount earned by the Contractor on this public works project until the Contractor has filed the certified statements required by section C.2.1. The City shall pay to the Contractor the amount retained under this subsection within 14 days after the Contractor files the required certified statements, regardless of whether a Subcontractor has failed to file certified statements.
- C.2.3 Pursuant to ORS 279C.845(8), the Contractor shall retain 25 percent of any amount earned by a first-tier Subcontractor on this public works project until the first-tier Subcontractor has filed with the City the certified statements required by C.2.1. Before paying any amount retained under this subsection, the Contractor shall verify that the first-tier Subcontractor has filed the certified statement, Within 14 days after the first-tier Subcontractor files the required certified statement the Contractor shall pay the first-tier Subcontractor any amount retained under this subsection.
- C.2.4 Pursuant to ORS 279C.825 and in accordance with administrative rules promulgated by the Commissioner of the Bureau of Labor and Industries, a fee is required to be paid by the City to the Bureau of Labor and Industries.

C.3 PROMPT PAYMENT AND CONTRACT CONDITIONS

- C.3.1 Pursuant to ORS 279C.570 and as a condition to the City's performance hereunder, the Contractor shall:
- C.3.1.1 Make payment promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the Work provided for in this Contract.
- C.3.1.2 Pay all contributions or amounts due the State Industrial Accident Fund and the State Unemployment Compensation Trust Fund from such Contractor or Subcontractor incurred in the performance of the Contract.
- C.3.1.3 Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or material furnished.

- C. 3.1.4 Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- C.3.1.5 Demonstrate that an employee drug testing program is in place as follows:

Contractor represents and warrants that Contractor has in place at the time of the execution of this Contract, and shall maintain during the term of this Contract, an Employee Drug Testing Program for its employees.

- C.3.2 Pursuant to ORS 279C.515, and as a condition to City of Hillsboro's performance hereunder
- C.3.2.1 If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with the Project as such claim becomes due, the proper officer(s) representing the City may pay the claim and charge the amount of the payment against funds due or to become due Contractor under this Contract. Payment of claims in this manner shall not relieve the Contractor or the Contractor's surety from obligation with respect to any unpaid claims.
- C.3.2.2 If the Contractor or a first-tier Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract for a public improvement within 30 days after receipt of payment from the public contracting agency or a Contractor, the Contractor or first-tier Subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(3) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier Subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the public contracting agency or from the Contractor, but the rate of interest shall not exceed 30 percent. The amount of interest may not be waived.
- C.3.2.3 If the Contractor or a Subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. Every contract related to this public contract shall contain a similar clause.
- C.3.3 Pursuant to ORS 279C.580, Contractor shall include in each Subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract:
- (a) A payment clause that obligates the Contractor to pay the first-tier Subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the public contracting agency under such contract; and
- (b) An interest penalty clause that obligates the Contractor if payment is not made within 30 days after receipt of payment from the public contracting agency, to pay to the first-tier Subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to paragraph (a) of this subsection. A Contractor or first-tier Subcontractor shall not be obligated to pay an interest penalty if the only reason that the contractor or first-tier subcontractor did not make payment when

payment was due is that the Contractor or first-tier Subcontractor did not receive payment from the public contracting agency or Contractor when payment was due.

- (c) The interest penalty shall be for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and computed at the rate specified in ORS 279C.515(2)
- (d) A clause which requires each of Contractor's Subcontractor's to include, in each of their contracts with lower-tier Subcontractors or suppliers, provisions to the effect that the first-tier Subcontractor shall pay its lower-tier Subcontractors and suppliers in accordance with the provisions of subsections (a) (b) and (c), above and requiring each of their Subcontractors and suppliers to include such clauses in their subcontracts and supply contracts.
- C.3.4 All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its Subcontractors complies with these requirements.

C.4 PAYMENT FOR MEDICAL CARE

Pursuant to ORS 279C.530, and as a condition to the City's performance hereunder, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor all sums of which the Contractor agrees to pay for such services and all moneys and sums which the Contractor has collected or deducted from the wages of personnel pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

C.5 HOURS OF LABOR

As a condition to the City's performance hereunder, Contractor shall comply with ORS 279C.540, as amended from time to time and incorporated herein by this reference:

Pursuant to ORS 279C.540 and as a condition to the City's performance hereunder, no person shall be employed to perform Work under this Contract for more than 10 hours in any one day or forty hours in any one week, except in cases of necessity, emergency or where public policy absolutely requires it. In such instances, Contractor shall pay the employee at least time and a half pay:

- (a) For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (b) For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- (c) For all Work performed on Saturday and on any legal holiday specified in ORS 279C.540.

This section C.5 will not apply to Contractor's Work under this Contract if Contractor is currently a party to a collective bargaining agreement with any labor organization

This Section C.5 shall not excuse Contractor from completion of the Work within the time required under this Contract.

SECTION D

CHANGES IN THE WORK

D.1 CHANGES IN WORK

- D.1.1 The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, without prior written approval of the City's Authorized Representative.
- D.1.2 It is mutually agreed that changes in Plans, quantities, or details of construction are inherent to the nature of construction and may be necessary or desirable during the course of construction. The City's Authorized Representative may at any time, without notice to the sureties, either increase or decrease the amount of Work to be performed under the Contract. Without impairing the Contract, the City reserves the right to require changes determined necessary or desirable to complete the proposed construction within the general scope of the Contract. These changes may include, but are not limited to:
- (a) Specifications and design.
- (b) Increases or decreases in quantities.
- (c) Additional Work.
- (d) Elimination of any Contract item.
- (e) Duration of Project.
- (f) Acceleration or delay in performance of Work.
- D.1.3 The City and Contractor agree that changes shall be administered and negotiated according to the following:

Any Contract amendment including change orders, extra Work, field orders, or other changes in the Contract Documents which modifies the original Contract, may be made with the Contractor without competitive bidding subject to the following conditions:

The original Contract was let by competitive procurement, unit prices or solicitation alternates were provided that established the cost for additional Work, and a binding obligation exists on the parties covering the terms and conditions of the additional Work.

D. 1.4 In the event there are any changes, including deductions or extra Work of a class not covered by the prices included in the Contract Documents, the basis of payments shall be agreed upon in writing between the Parties to the Contract before the Work is done. If basis for payment cannot be agreed upon prior to the beginning of the Work, and if so directed by the City's Authorized Representative, then Work shall be performed on the basis of furnishing direct labor, equipment, and material costs on all Work performed. In either case, in addition to Direct Costs, up to the following amounts may be added (or deducted if a reduction to work bid as a lump sum) to the Contractor's or Subcontractor's Direct Costs to cover overhead expenses for Work performed with their own forces:

Labor (prevailing wage rate) 15% Equipment 12% Materials 12%

When Work is performed by an authorized Subcontractor, the Contractor will be allowed a supplemental mark-up on each piece of subcontract Work covered by the change order up to the following:

\$0.00 - \$5,000.00...... 15% Over \$5,0000.00....... 7.5%

These payments made to the Contractor will be complete compensation for Overhead, profit, and all other costs that were incurred by the Contractor or by other forces furnished by the Contractor, including Subcontractors. These payments apply to all change order Work. No other reimbursement, compensation, or payment will be made.

- D.1.5 If any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the Work under this Contract, the Contractor must submit a written statement setting forth the nature and specific extent of the claim, including all time and cost impacts against the Contract as soon as possible, but no later than five (5) days after receipt of any written notice of modification of the Contract. (Refer also to Section H. 1.4 for notification.)
- D.1.6 No claim by the Contractor for additional costs shall be allowed if made after receipt of final payment application under this Contract.
- D.1.7 All change order Work shall be executed under the conditions of the Contract Documents except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- D.1.8 Deductive changes are those which reduce the scope of the Work. All deductive changes will be negotiated using the percentages for labor, equipment, material and Subcontractor's mark-ups in D. 1.4 which will reduce the price of the contract.
- D.1.9 It is understood that changes in the Work are inherent to construction of this type. The number of changes, the scope of those changes, and the impact they have on the progress of the original Work cannot be defined at this time. The Contractor is notified that numerous changes are anticipated and that there will be no compensation made to the Contractor directly related to the number of changes. Each change will be evaluated for extension of Contract time and increase or decrease in compensation based on its own merit.

D.2 <u>DELAYS</u>

- D.2.1 If the Contractor is delayed by any actions of the City, City's Authorized Representative, or any other employee or agent of the City, or by separate contractor employed by the City, or by Force Majeure, the Contractor shall submit a written notification of the delay to the City's Authorized Representative within two working days of the delay. This notice shall state the cause of the potential delay, the Project components impacted by the delay, and the anticipated time extension necessary to compensate for the delay. Within seven days after the cause of the delay has been mitigated, or in no case more than 30 days after the initial notice, the Contractor shall submit to the City's Authorized Representative, a complete and detailed request for additional time resulting from the delay. The request shall be reviewed as described in Section D.3 Claims Review Process.
- D.2.2 Avoidable delays include delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors, including, but not limited to, the following:
- (a) Delays which may in themselves be unavoidable but which affect only a portion of the Work and do not necessarily prevent or delay the prosecution of other parts of the Work nor the completion of the whole Work within the Contract time.
- (b) Delays which do not impact activities on the accepted critical path schedule.

- (c) Time associated with the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole Work within the Contract time.
- D.2.3 Unavoidable delays include those which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its Subcontractors. Delays caused by Force Majeure, war, public enemy, freight embargoes, and strikes which occur despite the Contractor's reasonable efforts to avoid them, shall be considered as unavoidable.
- D.2.4 The City may grant a time extension for avoidable or unavoidable delay if the City deems it is in its best interest. Except as otherwise provided in ORS 279C.315, time extensions for avoidable or unavoidable delays shall not be compensable. Only delays within the reasonable control of the City shall be compensable.
- D.2.5 Claims by the Contractor based on adverse weather conditions must be substantiated by documentation that weather conditions were abnormal for the specific time period claimed, could not have been anticipated by the Contractor, and adversely impacted the Project. A rain, windstorm, high water, or other natural phenomenon for the specific locality of the Work, which might reasonably have been anticipated from the previous ten (10) years historical records of the general locality of the Work, shall not be construed as abnormal. It is hereby agreed that rainfall greater than the following cannot be reasonably anticipated:
- (a) Daily rainfall equal to, or greater than, 0.50 inch during a month when the monthly rainfall exceeds the normal monthly average by twenty-five percent (25%) or more
- (b) Daily rainfall equal to, or greater than, 0.75 inch at any time.
- (c) The Office of the Environmental Data Service of the National Oceanic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce nearest the Project site shall be considered the official agency of record for weather information.
- If the Contractor discovers site conditions which differ materially from what was represented in the Contract Documents or from conditions that would normally be expected to exist and be inherent to the construction activities defined in the Contract Documents, the Contractor shall notify the City's Authorized Representative immediately and before the area has been disturbed. The City's Authorized Representative will investigate the area and make a determination as to whether or not the conditions differ materially from either the conditions stated in the Contract Documents or those which could reasonably be expected in execution of this particular Contract. If it is determined that a differing site condition exists, any compensation or credit will be determined based on Section D. 1, Changes. If the Contractor does not concur with the decision of the City's Authorized Representative and/or believes that it is entitled to additional compensation, the Contractor may proceed to file a claim.

D.3 CLAIMS REVIEW PROCESS

D.3.1 All Contractor claims shall be referred to the City's Authorized Representative for review. All claims shall be made in writing to the City's Authorized Representative not more than five (5) days from the date of the occurrence of the event which gives rise to the claim or not more than five (5) days from the date that the Contractor knew or should

have known of the problem. Unless the claim is made in accordance with these time requirements, it shall be waived.

- D.3.2 All claims shall be submitted in writing and shall include a detailed, factual statement of the basis of the claim, pertinent dates, Contract provisions which support or allow the claim, reference to or copies of any documents which support the claim, the exact dollar value of the claim, and specific time extension requested for the claim. If the claim involves Work to be completed by Subcontractors, the Contractor will analyze and evaluate the merits of the Subcontractor claim. The claim, analysis and evaluation will then be forwarded to the City's Authorized Representative. The City's Authorized Representative and the City will not consider direct claims from Subcontractors, suppliers, manufacturers, or others not a party to this Contract.
- D.3.3 The City's Authorized Representative will review all claims and take one or more of the following preliminary actions within ten days of receipt of a claim: (1) request additional supporting information from the Contractor; (2) inform the Contractor and City in writing of the time required for adequate review and response; (3) reject the claim in whole or in part and identify the reasons for rejection; (4) recommend approval of all or part of the claim; or (5) propose an alternate resolution.
- D.3.4 The City's Authorized Representative's decision shall be final and binding on the Contractor unless appealed by written notice to the City within five (5) days of receipt of the decision. The Contractor must present written documentation supporting the claim within five (5) days of the notice of appeal. After receiving the appeal documentation, the City shall review the materials and render a decision within 30 days after receiving the appeal documents.
- D.3.5 The decision of the City shall be final and binding unless the Contractor requests mediation within fifteen days of receipt of the City's decision. Both the City and the Contractor are obligated to participate in the mediation process prior to either or both proceeding to litigation. The mediation process is non-binding.
- Should the parties arrive at an impasse regarding any claims or disputed claims, it is agreed that the parties shall submit to mediation prior to the commencement of litigation. The mediator shall be an individual mutually acceptable to both parties, but in the absence of agreement each party shall select a temporary mediator and the temporary mediators shall jointly select the permanent mediator. Each party will pay its own costs for the time and effort involved in mediation. The cost of the mediator shall be split equally between the two parties. Both parties agree to exercise their best effort in good faith to resolve all disputes in mediation. Participation in mediation is a mandatory requirement of both the City and the Contractor. The schedule and time allowed for mediation will be mutually acceptable. The parties agree to comply with City's administrative rules governing the confidentiality of mediation, if any, and shall execute all necessary documents to give effect to such confidentiality rules.
- D.3.7 Regardless of the review period or the final decision of the City's Authorized Representative, the Contractor shall continue to diligently pursue the Work as identified in the Contract Documents. In no case is the Contractor justified or allowed to cease Work without a written stop work order from the City or City's Authorized Representative.

SECTION E

PAYMENTS

E.1 SCHEDULE OF VALUES

The Contractor shall submit, at least ten days prior to submission of its first application for progress payment, a schedule of values ("Schedule of Values") for the contracted Work. This schedule will provide a breakdown of values for the contracted Work and will be the basis for progress payments. The breakdown will demonstrate reasonable, identifiable, and measurable components of the Work. Unless objected to by the City's Authorized Representative, this schedule shall be used as the basis for reviewing Contractor's applications for payment.

E.2 APPLICATIONS FOR PAYMENT

- E.2.1 City shall make progress payments on the Contract monthly as Work progresses. Payments shall be based upon estimates of Work completed and the Schedule of Values. All payments shall be approved by the City's Authorized Representative. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. City shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after the receipt of invoice from the Contractor or 15 days after the payment is approved by the City's Authorized Representative, whichever is the earlier date. The rate of interest shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by the City, whichever is the earlier date, but the rate of interest shall not exceed 30 percent. Notwithstanding the foregoing, in instances when an application for payment is filled out incorrectly, or when there is any defect or impropriety in any submitted application or when there is a good faith dispute, City shall so notify the Contractor within 15 days stating the reason or reasons the application for payment is defective or improper or the reasons for the dispute. A defective or improper application for payment, if corrected by the Contractor within seven days of being notified by the City, shall not cause a payment to be made later than specified in this section unless interest is also paid. Payment of interest will be postponed when payment on the principal is delayed because of disagreement between the City and the Contractor.
- E.2.2 Contractor shall submit an application for each payment to the City's Authorized Representative and, if required, receipts or other vouchers showing payments for materials and labor including payments to Subcontractors. The Contractor's application for payment shall include a schedule of the percentages of the various parts of the Work completed, based on the Schedule of Values, which shall aggregate to the payment application total, and shall include, on the face of each copy thereof, a certificate in substantially the following form:

"I, th	e unders	igned	l, he	reby certify	that the	above	bill	is true
and	correct,	and	the	payment	therefore	, has	not	been
rece	ived.							

Signed	•

- E.2.3 Generally, request for payment will be accepted only for materials that have been installed or have been delivered to the job site and are secured from damage or theft. Under special conditions, payment requests for stored materials that are off-site will be accepted only at the City's sole discretion and only if all the following conditions are met:
- (a) The request for stored material shall be submitted at least 30 days in advance of the Application for Payment on which it appears. Requests for payment shall be entertained for major equipment, components or expenditures only.
- (b) The Contractor shall submit paid invoices showing the quantity and cost of the material stored with the application for payment that is to pay for the materials.
- (c) The material shall be stored in a bonded warehouse and City's Authorized Representative shall be granted the right to access the material for the purpose of removal or inspection at any time during the Contract Period.
- (d) The Contractor shall name the City as co-insured on the insurance policy covering the full value of the property while in the care and custody of the Contractor until it is installed. A certificate noting this coverage shall be issued to the City.
- (e) Payments shall be made for material only. The submitted invoice amount shall be reduced by the cost of transportation and for the cost of an inspector to check the delivery at out of town storage sites. The cost of said inspection shall be born solely by the Contractor.
- (f) Payment for stored materials shall in no way indicate acceptance of the materials or waive any rights under this Contract for the rejection of the Work or materials not in conformance with the Contract Documents.
- (g) All required documentation must be submitted with the respective Application for Payment.
- E.2.4 The City reserves the right to withhold payment for Work which has been demonstrated or identified as failing to conform to the Contract Documents.

E.3 PAYROLL CERTIFICATION REQUIREMENT

E.3.1 Payroll certification is required before payments are made on the Contract. Refer to Section C.2 for this information.

E.4 <u>DUAL PAYMENT</u>

Contractor shall not be compensated for Work performed under this Contract from any City Department other than the City Department which is a party to this Contract.

E.5 RETAINAGE

- E.5.1 Retainage shall be withheld and released in accordance with ORS 279C.550 to 279C.580:
- E.5.1.1 City may reserve as retainage from any progress payment an amount not to exceed five percent of the payment. As Work progresses, City may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed, if, in the City's opinion, such Work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by the Contractor, which application shall include written approval of Contractor's surety; except that when the

- Work is 97-1/2 percent completed the City may, at its discretion and without application by the Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of written application by the Contractor, City shall respond in writing within a reasonable time.
- E.5.1.2 In accordance with the provisions of ORS 279C.560, ORS 279C.570 and OAR 137-049-0820, Contractor may request in writing:
- (a) to be paid amounts which would otherwise have been retained from progress payments where Contractor has deposited acceptable bonds and securities of equal value with City or in an escrow account, satisfactory to City, with an approved bank or trust company to be held in lieu of the cash retainage for the benefit of City;
- (b) that retainage be deposited in an interest bearing account, established through the City's Treasurer, in a bank, savings bank, trust company or savings association for the benefit of City, with earnings from such account accruing to the Contractor; or
- (c) that the City allow Contractor to deposit a surety bond for the benefit of City, in a form acceptable to City, in lieu of all or a portion of funds retained, or to be retained. Such bond and any proceeds therefrom shall be made subject to all claims and liens in the manner and priority as set forth for retainage under ORS 279C.550 to ORS 279C.580.

Where the City has agreed to the Contractor's election of option (a) or (b), City may recover from Contractor any additional costs incurred through such election by reducing Contractor's final payment. Where the City has agreed to Contractor's election of option (c), Contractor shall accept like bonds from Subcontractors and suppliers on the Project.

- E. 5.1.3 The retainage held by City shall be included in and paid to the Contractor as part of the final payment of the Contract Price. The City shall pay to Contractor interest at the rate of one and one-half percent per month on the final payment due Contractor, interest to commence thirty (30) days after the Work under the Contract has been completed and accepted and to run until the date when final payment is tendered to Contractor. The Contractor shall notify City in writing when the Contractor considers the Work complete and City shall, within fifteen (15) days after receiving the written notice, either accept the Work or notify the Contractor of Work yet to be performed on the Contract. If City does not within the time allowed notify the Contractor of Work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run thirty (30) days after the end of the 15-day period.
- E.5.1.4 In accordance with the provisions of ORS 279C.560(6), The City shall reduce the amount of the retainage if the Contractor notifies the controller of the City that the Contractor has deposited in a bank or trust company, in a manner authorized by the City's Authorized Representative, bonds and securities of equal value of a kind approved by the City's Authorized Representative.

E.6 FINAL PAYMENT

Upon completion of all the Work under this Contract, the Contractor shall notify the City's Authorized Representative, in writing, that Contractor has completed Contractor's part of the Contract and shall request final payment. Upon receipt of such notice the City's Authorized Representative will inspect the Work, and if acceptable, submit to the City a recommendation as to acceptance of the completed Work and as to the final estimate of the amount

due the Contractor. If the Work is not acceptable, City will notify Contractor within fifteen (15) Days of Contractor's request for final payment. Upon approval of this final estimate by the City and compliance by the Contractor with provisions in Section K. 3 AFFIDAVIT/RELEASE OF LIENS AND CLAIMS, and other provisions as may be applicable, the City shall pay to the Contractor all monies due Contractor under the provisions of these Contract Documents.

SECTION F

JOB SITE CONDITIONS

F.1 <u>USE OF PREMISES</u>

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits or directions of the City's Authorized Representative. Contractor shall follow the City's Authorized Representative's instructions regarding use of premises, if any.

F.2 PROTECTION OF WORKERS, PROPERTY AND THE PUBLIC

- F.2.1 Contractor shall maintain continuous and adequate protection of all of the Work from damage, and shall protect the City's Authorized Representative, City's workers and property from injury or loss arising in connection with this Contract. Contractor shall remedy acceptably to the City, any damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by authorized representatives or personnel of the City. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents.
- Contractor shall take all necessary precautions for the safety of all personnel on the job site, and shall comply with the Contract Documents and all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for protection of workers and the public against any hazards created by construction. Contractor shall designate a responsible employee or associate on the Work site, whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to the City's Authorized Representative. The City's Authorized Representative has no responsibility for Work site safety. Work site safety is the responsibility of the Contractor.
- F.2.3 Contractor shall not enter upon private property without first obtaining permission from the property owner or its duly authorized representative. Contractor shall be responsible for the preservation of all public and private property along and adjacent to the Work contemplated under the Contract and shall use every precaution necessary to prevent damage thereto. In the event the Contractor damages any property, the Contractor shall at once notify the property owner and make, or arrange to make, full restitution. Contractor shall report, immediately in writing, to the City's Authorized Representative, all pertinent facts relating to such property damage and the ultimate disposition of the claim for damage.
- F.2.4 Contractor is responsible for protection of adjacent work areas including impacts brought about by activities, equipment, labor, utilities, and materials on the site.
- F.2.5 Contractor shall at all times direct its activities in such a manner as to minimize adverse effects to the

environment. Handling of all materials will be conducted so no release will occur that may pollute or become hazardous.

F.2.6 In an emergency affecting the safety of life or of the Work or of adjoining property, the Contractor, without special instruction or authorization from the City's Authorized Representative, shall act reasonably to prevent threatened loss or injury, and shall so act, without appeal, if instructed by the City's Authorized Representative. Any compensation claimed by the Contractor on account of emergency work shall be determined in accordance with section D.

F.3 CUTTING AND PATCHING

- F.3.1 Contractor shall be responsible for coordinating all cutting, fitting, or patching of the Work to make its several parts come together properly and fit to receive or be received by work of other contractors or Subcontractors shown upon, or reasonably implied by, the Contract Documents.
- F.3.2 Contractor shall be responsible for restoring all cut, fitted, or patched surfaces to an original condition; provided, however, that if a different condition is specified in the Contract Documents, then Contractor shall be responsible for restoring such surfaces to the condition specified in the Contract Documents.

F.4 CLEANING UP

From time to time as may be ordered by the City and, in any event, immediately after completion of the Work, the Contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the City the work may be done by others and the cost charged to the Contractor and deducted from payment due the Contractor.

F.5 ENVIRONMENTAL CONTAMINATION

- F.5.1 Contractor will be held responsible for any and all spills, releases, discharge or leaks of environmental pollution during performance of the Contract which occur as a result of, or are contributed by, actions of its agent, personnel, or subcontractors. Contractor agrees to promptly dispose of such spills, releases, discharge or leaks to the satisfaction of the City and proper regulatory agencies in a manner that complies with applicable federal, state, and local laws and regulations. Cleanup shall be at no cost to the City and be performed by properly qualified personnel.
- F.5.1.1 Contractor shall obtain the City's written consent prior to bringing onto the Work site any (i) environmental pollutants or (ii) hazardous substances or materials, as the same or reasonably similar terms are used in any applicable federal, state, or local statutes, rules or ordinances. Notwithstanding such written consent from the City, the Contractor, at all times, shall:
- (a) properly handle, use and dispose or all environmental pollutants and hazardous substances or materials brought onto the Work site, in accordance with all applicable federal, state, or local statutes, rules, or ordinances:
- (b) be responsible for any and all spills, releases, discharges, or leaks of (or from) environmental pollutants or hazardous substances or materials which Contractor has brought onto the Work site; and
- (c) promptly clean up, without cost to the City, such spills, releases, discharges, or leaks to the City's satisfaction and in compliance with all applicable federal, state, or local statutes, rules or ordinances.

- F.5.1.2 Contractor shall be liable for any and all costs, expenses, damages, claims, and causes of action, or any of them, related to or arising out of a spill, release, discharge, or leak of (or from) any environmental pollutant or hazardous substance or material, to the extent such spill, release, discharge, or leak was caused or contributed to by Contractor's (i) negligence or (ii) failure to perform in accordance with the Contract Documents. Nothing in this section F.5.1.2 shall limit Contractor's liability or responsibility under Section G.2. 1. I of this Contract.
- F.5.2 Contractor shall report all reportable quantity releases to applicable federal, state, and local regulatory and emergency response agencies. Reportable quantities are found in 40 CFR Part 302, Table 302.4 for hazardous substances and in OAR Chapter 340 Division 108 for all products addressed therein. Upon discovery, regardless of quantity, Contractor must telephonically report all releases to the City. A written follow-up report shall be submitted to City within 48 hours of the telephonic report. Such written report shall contain, as a minimum:
- (a) Description of items released (identity, quantity, manifest no., and all other documentation required by law.)
- (b) Whether amount of items released is EPA/DEQ reportable, and, if so, when it was reported.
- (c) Exact time and location of release, including a description of the area involved.
- (d) Containment procedures initiated.
- (e) Summary of communications about the release Contractor has had with members of the press or State officials other than City.
- (f) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- (g) Personnel injuries, if any, resulting from, or aggravated by, the release.

F.6 ENVIRONMENTAL CLEAN-UP

- F.6.1 Unless disposition of environmental pollution is specifically a part of this Contract, or was caused by the Contractor (reference F.5 Environmental Contamination), Contractor shall immediately notify City of any hazardous substance(s) which Contractor discovers or encounters during performance of the Work required by this Contract. "Hazardous substance(s)" are those substances, materials or wastes regulated in 40 CFR, Part 261 and defined as hazardous in 40 CFR S 261.3. In addition to notifying City of any hazardous substance(s) discovered or encountered, Contractor shall immediately cease working in any particular area of the Project where a hazardous substance(s) has been discovered or encountered if continued work in such area would present a risk or danger to the health or well being of Contractor's or any Subcontractor's work force.
- F.6.2 Upon being notified by Contractor of the presence of hazardous substance(s) on the Project site, City shall arrange for the proper disposition of such hazardous substance(s).

F.7 FORCE MAJEURE

F.7.1 Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God, sovereign, or public enemy, strikes, freight embargoes and/or war which is beyond that party's control. The City may terminate this Contract upon written notice after

determining such delay or default will reasonably prevent successful performance of the Contract.

F.7.2 In the event Force Majeure impacts this Project, the City may grant a reasonable extension of time, and there shall be no additional compensation paid to the Contractor.

SECTION G

BONDING AND INSURANCE

G.1 PERFORMANCE AND PAYMENT SECURITY

- G.1.1 In accordance with ORS 279C.380 and OAR 137-049-0460 a 100% Performance Bond and a 100% Payment Bond is required for all Public Improvement contracts, which the Contractor shall furnish and maintain in effect at all times during the Contract Period, when the contract amount exceeds \$50.0000 (HMC 2.56.100(C)).
- G.1.2 A 100% performance bond form and a 100% payment bond form furnished by the City of Hillsboro and notarized by awarded Contractor's surety company authorized to do business in Oregon is the only acceptable form of performance bond and payment bond security, except as provided for in ORS 279C.380(1)(a).

G.2 WARRANTY BOND

- G.2.1 When the contract amount exceeds \$50,000 the Invitation to Bid (ITB) may require the Contractor to obtain warranty security at the Contractor's own expense (HMC 2.56.100) before the final payment of the contract is issued. The warranty security furnished by the Contractor for the work performed may be up to twenty-five percent (25%) of the original amount of the contract to guarantee replacement and repair of the public improvements as described in the contract for a period of one year or such other period as specified in the ITB, following the issuance of the written Notice of Substantial Completion.
- G2.2 The warranty bond form furnished by the City and notarized by the awarded Contractor's surety company authorized to do business in Oregon is the only acceptable form of warranty security.

G.3 <u>INSURANCE AND INDEMNIFICATION</u>

- G.3.1 Responsibility For Damages/ Hold Harmless:
- G.3.1.1 Contractor shall indemnify, defend, save and hold harmless the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or death to persons or property, but only to the extent caused by a negligent act or omission by the Contractor and anyone acting on Contractor's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require indemnification of City attributable to its own negligence. In addition, Contractor expressly agrees to defend, indemnify and hold the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to City by Contractor may be the subject of protection under any state or federal intellectual property law or doctrine, or the City's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party.

G.3.2 Primary Coverage: Insurance carried by Contractor under this Contract shall be the primary coverage, and the City's insurance is excess and solely for damages or losses for which the City is responsible. The coverage's indicated are minimums unless otherwise specified in the Contract Documents.

Workers' Compensation: All employers, including Contractor, that employ subject workers who work under this contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

G.4 BUILDER'S RISK INSURANCE

- G.4.1 Builder's Risk:(For new construction or building additions) During the term of this Contract, the Contractor shall maintain in force, at its own expense, Builder's Risk insurance on an all risk form, including earthquake and flood, for an amount equal to the full amount of the Contract. Any deductible shall not exceed \$50,000 for each loss, except the earthquake and flood deductible shall not exceed 2 percent of each loss or \$50,000, whichever is more. The policy will include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- G.4.2 Builder's Risk Installation Floater: (For other than new construction) The Contractor shall obtain, at the Contractor's expense, and keep in effect during the term of this Contract, a Builder's Risk Installation Floater for coverage of the Contractor's labor, materials and equipment to be used for completion of the Work performed under this Contract. The minimum amount of coverage to be carried shall be equal to the full amount of the Contract. This insurance shall include as loss payees the City, the Contractor and its Subcontractors as their interests may appear.
- G.4.3 Such insurance shall be maintained until the City has occupied the facility.
- G.4.4 A loss insured under the Builder's Risk insurance shall be adjusted by the City and made payable to the City for the insureds, as their interests may appear. The contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. The City shall have power to adjust and settle a loss with insurers.

G.5 LIABILITY INSURANCE

G.5.1 Contractor shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Contractor's expense, comprehensive general liability to include bodily injury and property damage for at least \$1,000,000 per occurrence and at least \$2,000,000 aggregate per project. Automobile liability with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of the Contractor and the City of Hillsboro. Contractor shall name

the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as additional The policies shall be primary to and noncontributory with any insurance or self- insurance carried by the City, issued by a company authorized to do business in the State of Oregon. The Contractor shall provide the City written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below. Contractor shall provide certificates of insurance and additional insured policy endorsement to City prior to commencement of any work under this If requested, complete copies of insurance policies shall be provided to City. Contractor shall be financially responsible for all pertinent deductibles, selfinsured retentions and/or self-insurance used to satisfy these requirements.

- G.5.2 "Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months or the maximum time period the Contractor's insurer will provide such if less than 24 months. Contractor will be responsible for furnishing certification of "tail" coverage as described or continuous "claims made" liability coverage for 24 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of this Contract. This will be a condition of the Final Acceptance of Work or Services and Related Warranty (if any).
- G.5.3 If Contractor cannot obtain an insurer to name the City of Hillsboro, its elected and appointed officials, officers, agents, employees and volunteers as Additional Insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of this Contract, City's and Contractors Protective Liability Insurance, naming the City of Hillsboro, its selected and appointed officials, officers, agents employees and volunteers as Named Insureds with not less than a \$1 million limit per occurrence. This policy must be kept in effect for 24 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to City prior to its issuance of a Notice to Proceed.
- G.5.4 Notice of Cancellation or Change: There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverages without written notice from the Contractor or its insurer(s) to the City. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the City of Hillsboro, its elected and appointed officials, officers, agents employees and volunteers.
- Certificate(s) of Insurance: As evidence of the insurance coverage required by this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City prior to its issuance of a Notice to Proceed. The Certificate(s) will specify all of the parties who are Additional Insureds or Loss Payees. Insurance coverage required under this Contract shall be obtained from acceptable insurance companies or entities authorized to do business in Oregon. Contractor shall cause the insurer to strike out the clause "endeavor to send notice of cancellation" where such or a similar clause appears in any certificate. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be disclosed to the City in writing prior to issuance of a Notice to Proceed and is subject to City's approval.

G.5.6 Should any such insurance policy contain an annual aggregate limit of liability then the certificate shall be issued with a Separation of Aggregate Limits Endorsement with respect to the City of Hillsboro's interests.

SECTION H

SCHEDULE OF WORK

H.1 CONTRACT PERIOD

- H.1.1 Time is of the essence on this Contract. The Contractor shall at all times carry on the Work diligently, without delay and punctually fulfill all requirements herein. Contractor shall commence Work on the site within 15 days of Notice to Proceed, unless directed otherwise.
- H.1.2 Unless specifically extended by Change Order, all Work shall be complete by the date contained in the Contract Documents.
- H.1.3 The City shall not waive any rights under the Contract by permitting the Contractor to continue or complete the Work or any part of it after the date described in H.1.2 above.
- H.1.4 Any claim for additional time shall be based on written notice stating the general nature of the request, delivered to the City's Authorized Representative, in accordance with D. 2. 1. As a part of this notice, the Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work and Final Completion of the Project. Failure to submit a suitable notice within the specified time period will result in the Contractor waiving this right to request additional time for that delay cause. This does not abrogate Section D. 1.5.

H.2 SCHEDULE

Contractor shall provide, by or before the pre-construction conference, a detailed schedule for review and acceptance by the City. The submitted schedule must illustrate Work by significant Project components, significant labor trades, long lead items, broken down by building and/or floor where applicable. Each schedule item shall account for no greater than 5 % of the monetary value of the Project or 5 % of the available time. Schedules with activities of less than one day or valued at less than 1% of the Contract will be considered too detailed and will not be accepted. Schedules lacking adequate detail, or unreasonably detailed, will be rejected. Included within the schedule are the following: Notice to Proceed, Substantial Completion, and Final Completion. Schedules will be updated monthly and submitted with the monthly payment application. Acceptance of the Schedule by the City does not constitute agreement by the City, as to the Contractor's sequencing, means, methods, or durations. Any positive difference between the Contractor's scheduled completion and the Contract completion date is float owned by the Project. Use of the float will be negotiated. In no case shall the Contractor make a claim for delays if the Work is completed within the Contract time but after Contractor's scheduled completion.

H.3 PARTIAL OCCUPANCY OR USE

H.3.1 The City may occupy or use any completed or partially completed portion of the Work at any stage, provided such occupancy or use is consented to by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the City and Contractor have reasonably accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, insurance or self-insurance, maintenance, heat,

utilities, and damage to the Work, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents with respect to such portion of the Work. Approval by the Contractor to partial occupancy or use shall not be unreasonably withheld. Immediately prior to such partial occupancy or use, the City and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

.SECTION I

CORRECTION OF WORK

I.1 <u>CORRECTION OF WORK BEFORE FINAL PAYMENT</u>

Work failing to conform to the Contract Documents shall be deemed defective. Contractor shall promptly remove from the premises and replace, all defective materials as determined by the City's Authorized Representative as failing to conform to the Contract Documents, whether incorporated in the Work or not. Removal and replacement shall be without loss or expense to the City, and Contractor shall bear the cost of repairing all Work destroyed or damaged by such removal or replacement.

I.2 WARRANTY WORK

- Neither the final certificate of payment nor any 1.2.1 provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless otherwise specified, Contractor shall correct any defects that appear in the Work within a period of one year from the date of issuance of the written Notice of Substantial Completion by the City except for latent defects which will be remedied by the Contractor at any time they become apparent. The City shall give Contractor notice of defects with reasonable promptness. Contractor shall perform such warranty work within a reasonable time after City's demand. If Contractor fails to complete the warranty work within such period as City determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, without affecting Contractor's obligations, City may perform such work and Contractor shall reimburse City all costs of the same within ten (10) Days after demand.
- I.2.2 This provision does not negate guarantees or warranties for periods longer than one year including without limitation such guarantees or warranties required by other sections of the Contract Documents for specific installations, materials, processes, equipment or fixtures.
- I.2.3 In addition to Contractor's warranty, manufacturer's warranties shall pass to the City and shall not take effect until affected Work has been accepted in writing by the City's Authorized Representative.
- I.2.4 The one-year period for correction of Work shall be extended with respect to portions of Work performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work, and shall be extended by corrective Work performed by the Contractor pursuant to this Section, as to the Work corrected. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the City.

- I.2.5 Nothing contained in this Section I.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the period for correction of Work as described in this Section I.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.
- I.2.6 If the City prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the City may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

SECTION J

SUSPENSION AND/OR TERMINATION OF THE WORK

J.1 THE <u>CITY'S RIGHT TO SUSPEND THE WORK</u>

- J.1.1 The City and/or the City's Authorized Representative has the authority to suspend portions or all of the Work due to causes including, but not limited to:
- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) Failure of the Contractor to carry out orders;
- (d) Conditions, in the opinion of the City's Authorized Representative, which are unsuitable for performing the Work;
- (e) Time required to investigate differing site conditions;
- (f) Any reason considered to be in the public interest.
- J.1.2 Contractor and the Contractor's Surety shall be notified in writing of the effective date and time of the suspension and shall be notified in writing to resume Work.

J.2 CONTRACTOR'S RESPONSIBILITIES

- J.2.1 During the period of the suspension, Contractor is responsible to continue maintenance at the Project just as if the Work were in progress. This includes, but is not limited to, protection of completed Work, maintenance of access, protection of stored materials, temporary facilities, and clean-up.
- J.2.2 When the Work is recommenced after the suspension, the Contractor shall replace or renew any Work damaged during the suspension, remove any materials or facilities used as part of temporary maintenance, and complete the Project in every respect as though its prosecution had been continuous and without suspension.

J.3 COMPENSATION FOR SUSPENSION

J.3.1 Depending on the reason for suspension of the Work, the Contractor or the City may be due compensation by the other party. If it was a Contractor caused suspension, the City may assess the Contractor actual costs of the suspension in terms of administration, remedial work by the City's forces or another contractor to correct the problem associated with the suspension, rent of temporary facilities, and other actual costs related to the suspension. If the suspension was caused by the City, the Contractor shall be due compensation which shall be defined using Section D,

Changes in the Work. If the suspension was required through no fault of the Contractor or the City, neither party owes the other for the impact.

J.4 <u>CITY'S RIGHT TO TERMINATE CONTRACT</u>

- J.4.1 The City, after providing Contractor an opportunity for remedy, may, without prejudice to any other right or remedy and after giving Contractor three (3) days written notice, terminate the Contract under the conditions including but not limited to those listed below:
- (a) Failure of the Contractor to correct unsafe conditions;
- (b) Failure of the Contractor to carry out any provision of the Contract;
- (c) If Contractor should voluntarily or involuntarily, seek protection under the United States Bankruptcy Code and its Contractor as debtor-in-possession or Trustee for the estate fail to assume the Contract within a reasonable time;
- (d) If Contractor should make a general assignment for the benefit of Contractor's creditors;
- (e) If a receiver should be appointed on account of Contractor's insolvency;
- (f) If Contractor should repeatedly refuse or fail to supply an adequate number of skilled workers or proper materials to carry on the Work as required by the Contract Documents, or otherwise fail to perform the Work in a timely manner;
- (g) If Contractor should repeatedly fail to make prompt payment to Subcontractors or for material or labor, or should disregard laws, ordinances or the instructions of the City or its Authorized Representative; or
- (h) If Contractor is otherwise in material breach of any part of the Contract.
- J.4.2 At any time that the above occurs, the City may take possession of the premises and of all materials and appliances and finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until the Work is completed. If the City's cost of finishing the Work exceeds the unpaid balance of the Contract Price, Contractor shall pay the difference to the City.

J.5 TERMINATION FOR CONVENIENCE

- J.5.1 City may terminate the Contract in whole or in part whenever City determines that termination of the Contract is in the best interest of the public.
- J.5.2 The City will provide the Contractor and the Contractor's surety seven (7) days prior written notice of a termination for public convenience. After such notice, the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the premises and materials located on and off the premises for which the Contractor received progress payment under Section E. Compensation for Work terminated by the City under this provision will be according to Section E. In no circumstance shall Contractor be entitled to lost profits for Work not performed due to termination.

J.6

ACTION UPON TERMINATION

- J.6.1 Upon receiving a Notice of Termination, and except as directed otherwise by the City, Contractor shall immediately cease placing further subcontracts or orders for materials, services, or facilities. In addition, Contractor shall terminate all subcontracts or orders to the extent they relate to the Work terminated and, with the prior written approval of the City, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts and orders.
- J.6.2 As directed by the City, Contractor shall upon termination transfer title and deliver to the City all Project documents, information, and other property that, if the Contract had been completed, would be required to be furnished to the City relating to the Project.

SECTION K

CONTRACT CLOSE OUT

K.1 RECORD DRAWINGS

As a condition of final payment (refer also to section E.6), Contractor shall comply with the following: Contractor shall provide to the City's Authorized Representative the record drawings of the entire Project. Record drawings shall depict the Project as constructed and shall reflect each and every change, modification, and deletion made during the construction. Record drawings are part of the Work and shall be provided prior to the City's issuance of final payment. Record drawings include all modifications to the Contract Documents unless otherwise directed. Record Drawings shall be in the form of one, clean, full-sized plan set with any project alterations, as listed above, clearly and legibly made in red permanent ink.

K.2 OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit two completed operation and maintenance manuals ("O & M Manual") for review by the City's Authorized Representative prior to submission of any pay request for more than 75% of the Work. No payments beyond 75% will be made by the City until the O&M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed data, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The City's Authorized Representative shall review and return one O & M Manual for any modifications or additions required. Prior to submission of its final pay request, five (5) complete and approved sets of O & M Manuals shall be delivered to the City's Authorized Representative by the Contractor.

K.3 RELEASE OF LIENS AND CLAIMS

As a condition of final payment, the Contractor shall submit to the City's Authorized Representative a notarized Release of Liens and Claims Form, which states that all Subcontractors and suppliers have been paid in full, all disputes with the City's property have been resolved, all obligations on the Project have been satisfied, all monetary claims and indebtedness have been paid, and that, to the best of the Contractor's knowledge, there are no claims of any kind outstanding against the Project. The Contractor shall indemnify, defend (with counsel of City's choice) and hold harmless the City from all claims for labor and materials finished under this Contract. The Contractor shall furnish complete and valid releases or waivers, satisfactory to the City, of all liens arising out of or filed in connection with the Work.

K.4 COMPLETION NOTICES

- K.4.1 Contractor shall provide the City a written notice of both Substantial and Final Completion. The certificate of Substantial Completion shall state the date of Substantial Completion, the responsibilities of the City and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and the time within which the Contractor shall finish all items on the punchlist accompanying the Certificate. Both completion notices must be signed by the Contractor and by the City's Authorized Representative to be valid. The City shall provide the final signature on the notices. The notices shall take effect on the date they are signed by the City.
- K.4.2 Substantial Completion of an operating facility with operating systems (e.g., mechanical, electrical, HVAC) shall be that degree of completion that has provided a minimum of 30 continuous days of successful, trouble-free operation, which period shall begin after all performance and acceptance testing has been successfully demonstrated to the City's Authorized Representative. All equipment contained in the Work, plus all other components necessary to enable the City to operate the facility in the manner that was intended, shall be complete on the Substantial Completion date. The Contractor may request that a punch list be prepared by the City's Authorized Representative with submission of the request for the Substantial Completion notice.
- K.4.3 Final Completion shall be when all Work is complete in accordance with the Contract Documents.

K.5 TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the City's Authorized Representative, training sessions for all equipment and systems, as required in the individual specifications sections. Contractor shall schedule training sessions at least two weeks in advance of the date of training to allow City personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and/or system is completely installed and operational in its normal operating environment.

K.6 EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment. Delivery point for extra materials shall be designated by the City's Authorized Representative.

K.7 ENVIRONMENTAL CLEAN-UP

As part of the Final Completion Notice, or as a separate written notice submitted with or before the Notice of Final Completion, the Contractor shall notify the City that all environmental pollution clean-up which was performed as a part of this Contract has been disposed of in accordance with all applicable rules, regulations, laws, and statutes of all agencies having jurisdiction over such environmental pollution. 'The notice shall state that the Contractor shall indemnify, defend (with counsel of City's choice) and hold harmless the City from any claims resulting from the disposal of the environmental pollution including removal, encapsulation, transportation, handling, and storage.

K.8 CERTIFICATE OF OCCUPANCY

The Contractor shall not be granted Final Completion or receive final payment if the City has not received an unconditioned Certificate of Occupancy from the appropriate building officials.

K.9 OTHER CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for returning to the City all items issued during construction such as keys, security passes, site admittance badges, and all other pertinent items. The Contractor shall be responsible for notifying the appropriate utility companies to transfer utility charges from the Contractor to the City. The utility transfer date shall not be before Substantial Completion and may not be until Final Completion, if the City does not take beneficial use of the facility and the Contractor's forces continue with the Work.

K.10 SURVIVAL

All warranty and indemnification provisions of this Contract, and all of Contractor's other obligations under this Contract that are not fully performed by the time of Final Completion or termination, shall survive Final Completion or any termination of the Contract.

SECTION L

LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

L.1 LAWS TO BE OBSERVED

In compliance with ORS 279C.525 the following is a list of federal, state and local agencies of which the City has knowledge that have enacted ordinances or regulations relating to environmental pollution and the preservation of natural resources that may affect the performance of the Contract:

L.2 FEDERAL AGENCIES

Agriculture, Department of
Forest Service
Soil Conservation Service
Coast Guard
Defense, Department of
Army Corps of Engineers
Energy, Department of
Federal Energy Regulatory Commission
Environmental Protection Agency
Health and Human Services, Department of
Housing and Urban Development, Department of
Solar Energy and Energy Conservation Bank
Interior, Department of

Bureau of Land Management
Bureau of Indian Affairs
Bureau of Mines
Bureau of Reclamation
Geological Survey
Minerals Management Service

Minerals Management Service U.S. Fish and Wildlife Service

Labor, Department of Mine Safety and Health Administration Occupation Safety and Health Administration

Transportation, Department of Federal Highway

Administration

Water Resources Council

L.3 STATE AGENCIES

Administrative Services, Department of
Agriculture, Department of Soil and Water Conservation
Commission
Columbia River Gorge Commission
Energy, Department of
Environmental Quality, Department of
Fish and Wildlife, Department of
Forestry, Department of
Geology and Mineral Industries, Department of
Human Resources, Department of
Insurance and Finance, Department of
Land Conservation and Development Commission
Parks and Recreation, Department of
State Lands, Division of
Water Resources Department of

L.4 LOCAL AGENCIES

City Councils
County Courts
County Commissioner, Board of
Design Commissions
Historical Preservation Commission
Planning Commissions

Section V. Sample Bid Bond

CITY OF HILLSBORO BID BOND

Project # _____

WE			as principal.
	(Name of Bidding Fire	m)	р
and			, a
	(Name of Surety Con	npany)	,
(State of Incorporation)	corporation, authorized to transa	act business in Ore	egon, as surety,
assigns to pay unto the (y bind ourselves, our respective heirs, on the percent (10%) of the named Project, namely the sum of		
	Dollars (\$	j)
WHEREAS, a Bid is submi	tted to the City of Hillsboro by the princi	ipal for the purpose	e of furnishing:
r .	W Connell Ave and NW Garibaldi Stree	et Improvements	
which Bid is made a part of	this Bid bond by reference.		
NOW, THEREFORE, if the is awarded to said principal performance/payment bon	this Bid bond by reference. Bid submitted by the principal is accepal, and if the principal enters into and ed required by the City of Hillsboro with the company in the company in the company in the company is the company in the c	executes such Cor ithin the time fixed	ntract and furnishes ar
NOW, THEREFORE, if the is awarded to said principal performance/payment bon obligation shall be void; other states of the control of the cont	Bid submitted by the principal is acceptal, and if the principal enters into and education do required by the City of Hillsboro wi	executes such Cor ithin the time fixed effect.	ntract and furnishes ar d by the City, then th
NOW, THEREFORE, if the is awarded to said principal performance/payment born obligation shall be void; oth IN WITNESS WHEREOF, legal representatives.	Bid submitted by the principal is acceptal, and if the principal enters into and edd required by the City of Hillsboro with the c	executes such Cor ithin the time fixed effect. xecuted and seale	ntract and furnishes and by the City, then the
NOW, THEREFORE, if the is awarded to said principal performance/payment born obligation shall be void; oth IN WITNESS WHEREOF, all legal representatives.	Bid submitted by the principal is acceptal, and if the principal enters into and edit required by the City of Hillsboro with nerwise, it shall remain in full force and edite we have caused this instrument to be exampled.	executes such Cor ithin the time fixed effect. xecuted and seale	ntract and furnishes and by the City, then the dispersion of the d
NOW, THEREFORE, if the is awarded to said principal performance/payment born obligation shall be void; oth IN WITNESS WHEREOF, legal representatives. Dated this	Bid submitted by the principal is acceptal, and if the principal enters into and entered by the City of Hillsboro winerwise, it shall remain in full force and entered we have caused this instrument to be entered and of	executes such Cor ithin the time fixed effect. executed and sealed , 20_	ntract and furnishes and by the City, then the dispersion of the d
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Part VI

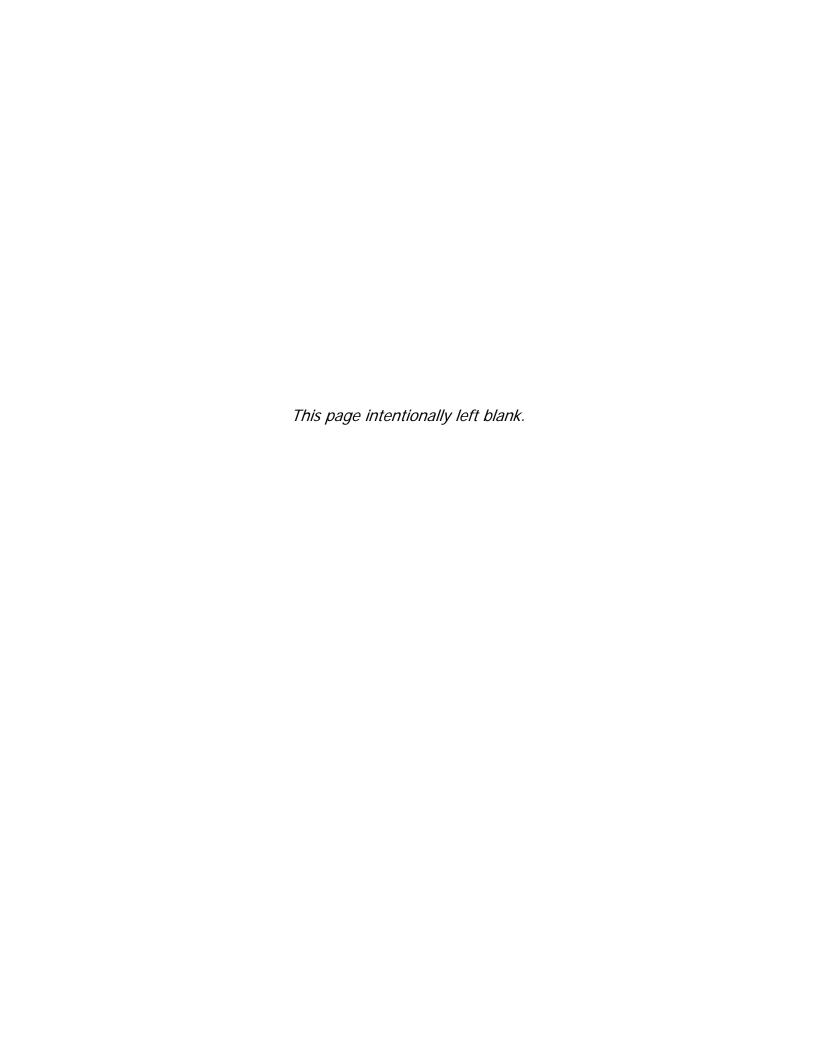
Section VI. Warranty Bond

BOND NO	
PREMIUM NO	

CITY OF HILLSBORO

WARRANTY BOND

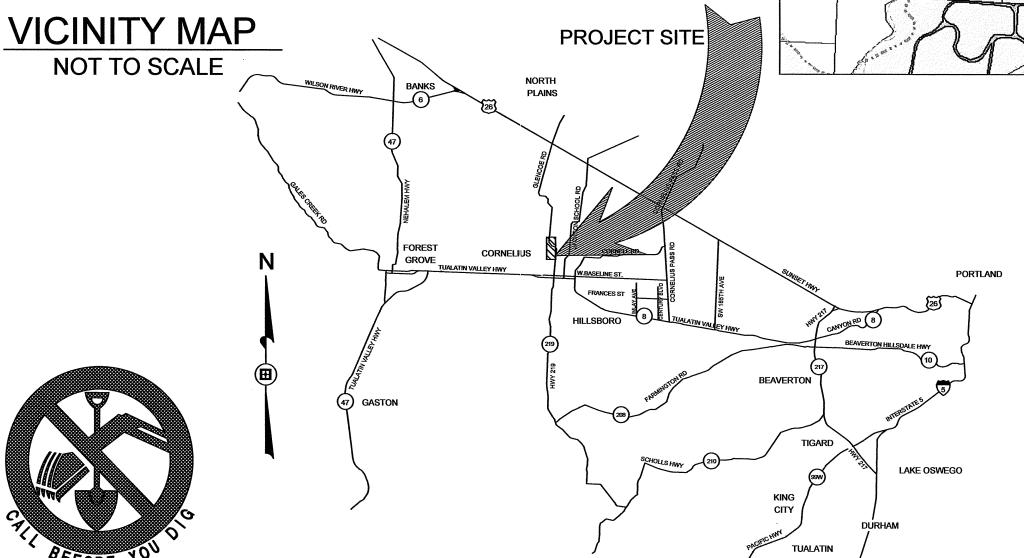
PROJECT NO PROJECT	NAME:	
WHEREAS, the City of Hillsh "Contractor") have entered into a contract of agreed to install and complete certain design own expense and which Contract is hereby to	nated public improvements as a co	ondition of, relating to, at Contractor's
WHEREAS, Contractor is require work performed pursuant to the Contract in guarantee replacement and repair of the following the issuance of the Notice of Subs	the amount of five percent (5%) of improvements as described in the	
NOW, THEREFORE, we, Contract of(\$) lawful money of the United	rmly bound unto City in the penal sum d States, for the payment of which we d severally.
The condition of this obligation is sustain by reason of any defective materials from and after acceptance of the improvent void; otherwise, this obligation shall remain	s or workmanship which become a nents by the City Council of City,	
As a part of the obligation secure as a part of the obligation secure as a part of the obligation secure enforcing the obligation, all to be taxed as c	ded, including reasonable attorneys	
Surety shall provide City with the terminating, suspending or revoking the bond		Contractor's default prior to Surety
In witness whereof, this instr	rument has been duly execute	ed by Contractor and Surety on
Contractor	Surety	
Ву	Attorney-in-Fac	 et
State of OREGON County of	Address	
Signed or attested before me on		
Notary Public – State of Oregon		



GENERAL NOTES

- 1. PROJECT STATIONING BASED ON THE CENTERLINES OF NW GARIBALDI ST AND NW CONNELL AVE.
- 2. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THESE PLANS, THE CITY OF HILLSBORO "SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", 1987 EDITION, THE CITY OF HILLSBORO WATER DEPARMENT ENGINEERING AND CONSTRUCTION STANDARDS 2005 EDITION, AND CLEAN WATER SERVICES (CWS) RESOLUTION AND ORDER (R&O) CWS 07-20, DATED JUNE 1, 2007.
- 3. CONTRACTOR SHALL INSTALL AND MAINTAIN ALL REQUIRED EROSION CONTROL MEASURES IN ACCORDANCE WITH 1200C PERMIT & THE CURRENT EDITION OF CWS'S "EROSION PREVENTION AND SEDIMENT CONTROL" TECHNICAL GUIDANCE HANDBOOK. COORDINATE EROSION CONTROL MEASURES WITH THE CITY OF HILLSBORO INSPECTOR.
- 4. TRAFFIC CONTROL SHALL BE IN COMPLIANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES"

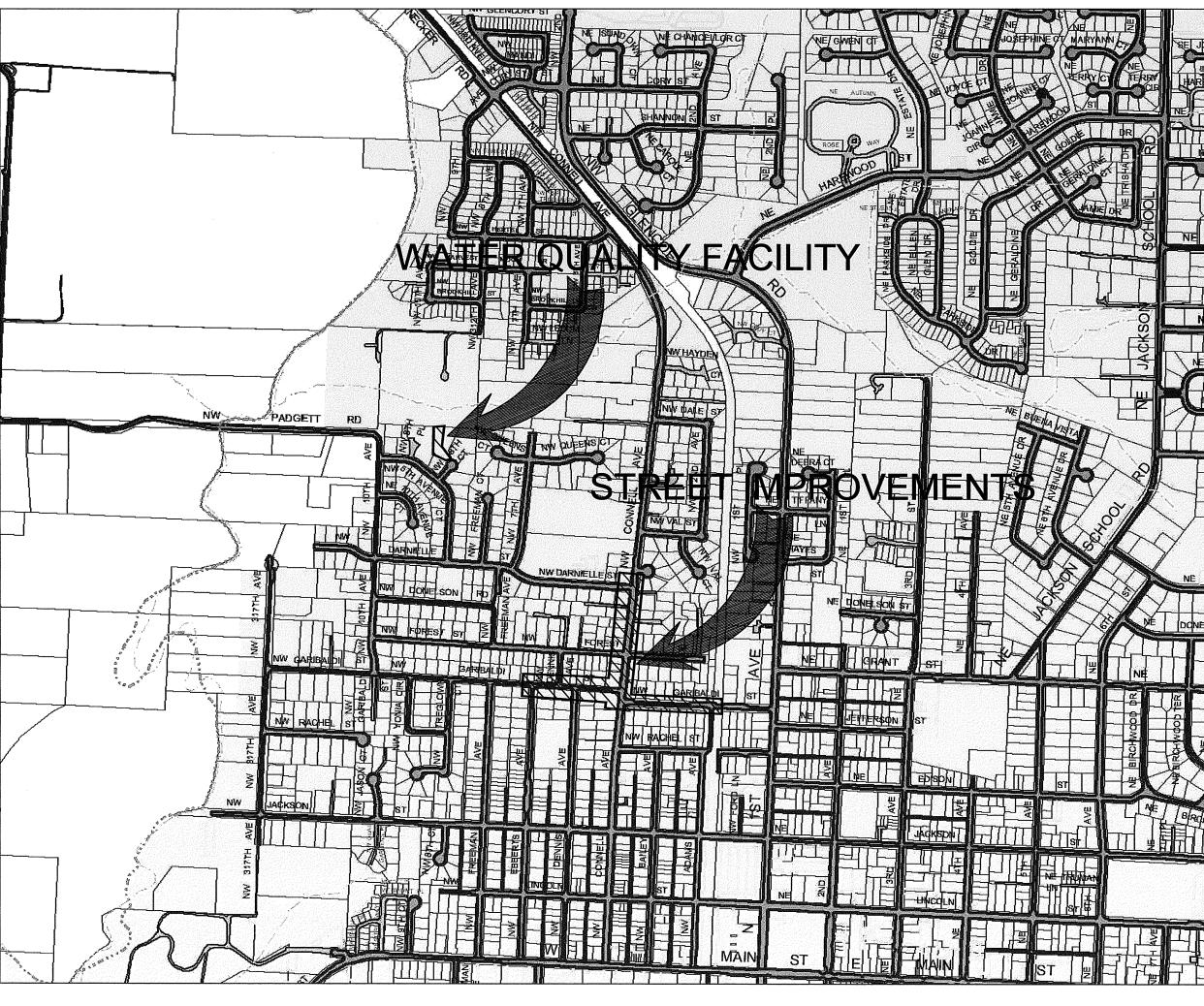
 (MUTCD) MOST RECENT ADDITION. MAINTAIN A MINIMUM OF ONE TRAFFIC LANE OPEN AT ALL TIMES. TRAFFIC LANES
 IN BOTH DIRECTIONS SHALL BE RESTORED AT THE END OF EACH WORK DAY IN ACCORDANCE WITH THE PROJECT
 GENERAL CONDITIONS.
- 5. ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS (503) 232-1987).
- 6. UTILITY LOCATIONS ARE APPROXIMATE ONLY. EXACT LOCATIONS TO BE DETERMINED IN THE FIELD BY CONTRACTOR. ALL UTILITIES NOT SHOWN SHALL BE THE CONTRACTORS RESPONSIBILITY TO LOCATE. PRIOR TO ANY EXCAVATION, THE CONTRACTOR SHALL CALL THE OREGON UTILITY NOTIFICATION CENTER AT (800)332-2344 FOR THE MARKING OF UNDERGROUND LINES. THE CONTRACTOR SHALL "POTHOLE" AS NEEDED TO FIND AND PROTECT THOSE SERVICES AND TO AVOID CONFLICTS.
- 7. PRE-CONSTRUCTION CONFERENCE REQUIRED. PRIOR TO AUTHORIZATION TO BEGIN CONSTRUCTION A PRE-CONSTRUCTION CONFERENCE MEETING WILL BE HELD. ATTENDANCE IS MANDATORY FOR: PROJECT ENGINEER/DESIGNER, CONTRACTOR, & SELECTED SUB-CONTRACTORS.
- 8. ALL CONSTRUCTION ACTIVITIES SHALL BE COORDINATED WITH CITY INSPECTOR(S). CONTRACTOR SHALL NOTIFY CITY INSPECTOR(S) 48 HOURS PRIOR TO THE START OF ANY CONSTRUCTION, BY CALLING 503-681-6146. CONSTRUCTION WORK HOURS SHALL BE MONDAY THROUGH FRIDAY BETWEEN 8:00AM AND 4:30PM.
- 9. DURING CONSTRUCTION THE CONTRACTOR AND/OR SUB-CONTRACTOR(S) SHALL HAVE A MINIMUM OF ONE (1) SET OF APPROVED PLANS AND SPECIFICATIONS ON THE JOB SITE AT ALL TIMES.
- 10. ALL EXISTING ASPHALT CONCRETE PAVEMENT (AC) AND PORTLAND CEMENT CONCRETE (PCC) SHALL BE SAW CUT, REMOVED AND REPLACED AS REQUIRED.
- 11. SAW CUT STRAIGHT MATCH LINES TO CREATE A BUTT JOINT BETWEEN EXISTING PAVEMENT AND NEW PAVEMENT.
- 12. CONTRACTOR SHALL CONFINE WORK TO DEDICATED RIGHTS-OF-WAY, EXISTING EASEMENTS, AND TEMPORARY CONSTRUCTION EASEMENTS.
- 13. NO STOCKPILING OF MATERIALS AND/OR STORAGE OF EQUIPMENT IN THE RIGHT-OF-WAY SHALL BE PERMITED.
- 14. ALL DAMAGE CAUSED BY CONTRACTOR SHALL BE RESTORED TO AN 'AS GOOD OR BETTER' CONDITION.
- 15. ALL LANDSCAPING AND/OR SOD SHALL BE REPLACED TO AN 'AS GOOD OR BETTER' CONDITION.
- 16. UPON COMPLETION, THE CONTRACTOR SHALL LEAVE THE PROJECT AREA FREE OF DEBRIS AND UNUSED MATERIALS.
- 17. ELEVATIONS ESTABLISHED FROM CITY OF HILLBORO.



AREA MAP / SHERWOOD

NW CONNELL AVE & NW GARIBALDI ST IMPROVEMENTS

6/7/13 PROJECT # 10485



Sheet No.	Drawing No.	Sheet Title
1	COVER	COVER
2	E-100	1200C
3	E-101	1200C
4	E-102	1200C
5	E-103	1200C
6	E-104	1200C
7	E-105	1200C
8	E-106	1200C
9	E-107	1200C -WATER QUALITY FACILITY
10	E-108	1200C
11	C-100	TYPICAL SECTIONS
12	C-100A	STREET DETAILS
13	C-100B	STREET DETAILS
14	C-101	NW GARIBALDI ST PLAN & PROFILE STA: 10+00 TO 14+
15	C-101A	CURB RETURN DETAILS
16	C-102	NW GARIBALDI ST PLAN & PROFILE STA: 14+50 TO 16+
17	C-103	NW CONNELL AVE PLAN & PROFILE 10+00 TO 13+50
18	C-104	NW CONNELL AVE PLAN & PROFILE 13+50 TO 18+00
19	C-105	NW CONNELL AVE PLAN & PROFILE 18+00 TO 23+50
20	C-105A	NW CONNELL AVE SIDE STREET PROFILES
21	C-106	8TH AVE WATER QUALITY FACILITY
22	C-106A	8TH AVE WQF PROFILE
23	C-106B	8TH AVE WQF PLANTING PLAN
24	C-107	NW GARIBALDI ST STA: 40+00 TO 45+00
25	C-108	NW GARIBALDI ST STA: 45+00 TO 48+00
26	C-109	NW ADAMS AVE IMPROVEMENTS
27	S-101	STRIPING PLAN
28	S-102	STRIPING PLAN
29	S-103	STRIPING PLAN
30	S-104	STRIPING DETAILS
31	S-105	STRIPING DETAILS
32	S-106	LANDSCAPING DETAILS

	DRAWING NO	8
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ELL AVE & NW IMPROVEMENT

BALDI STIMPI COVEF

Hillsbord



HORIZ.

PERT.

DRAWN:

CW

CHECKED:

FACILITY OWNERS

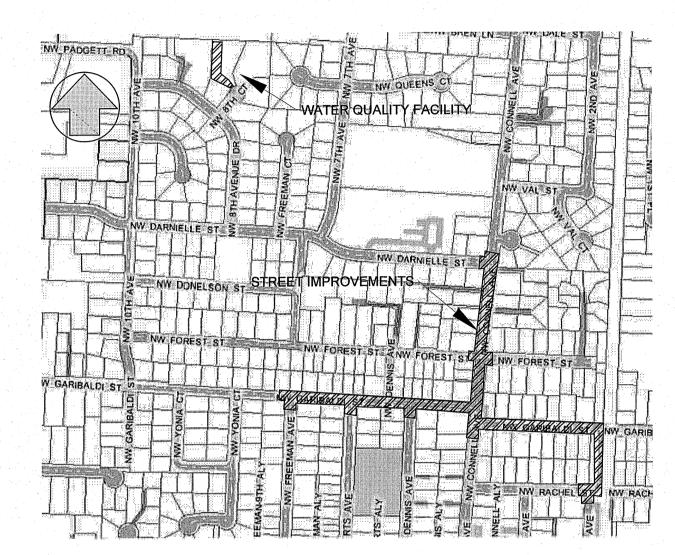
"ONE CALL"

UTILITY NOTIFICATION CENTER

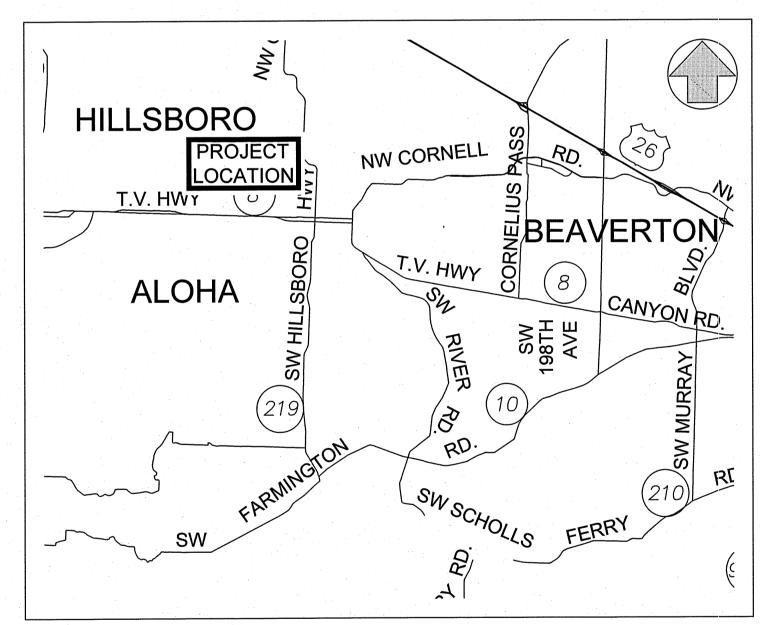
1-800-332-2344 OR 811

ATTENTION:Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0010 throught OAR 952-001-0090. You may obtain copies of the rules by calling the center. (Note: the telephone number for the Oregon Utility Notification center is(503)232-1987).

LINEAR PROJECT EROSION AND SEDIMENT CONTROL PLANS



SITE MAP



DEVELOPER

COMPANY NAME: CITY OF HILLSBORO **COMPANY CONTACT: DOUG GRESHAM** COMPANY ADDRESS: 150 E. MAIN ST - 4TH FLOOR COMPANY PHONE NUMBER: 503-681-6238 COMPANY FAX NUMBER: 503-681-6245

PLANNING / ENGINEERING

COMPANY NAME: CITY OF HILLSBORO COMPANY CONTACT: DOUG GRESHAM COMPANY ADDRESS: 150 E. MAIN ST - 4TH FLOOR COMPANY PHONE NUMBER: 503-681-6252 COMPANY FAX NUMBER: 503-681-6245

SURVEYING FIRM

COMPANY NAME: CITY OF HILLSBORO COMPANY CONTACT: MICHAEL FILICKY COMPANY ADDRESS: 150 E. MAIN ST - 4TH FLOOR COMPANY PHONE NUMBER: 503-681-6294 **COMPANY FAX NUMBER: 503-681-6245**

NARRATIVE DESCRIPTIONS

EXISTING SITE CONDITIONS

THE PROJECT INCLUDES EXISTING COLLECTOR STREETS.

DEVELOPED CONDITIONS

ROADWAY WITH BIKE LANES, SIDEWALKS, AND PLANTER STRIP.

NATURE OF CONSTRUCTION ACTIVITY AND ESTIMATED TIME TABLE

CONSTRUCTION TO INSTALL TWO LANE ROAD WITH BIKE LANES, SIDEWALKS, AND LANDSCAPE STRIP.

TOTAL SITE AREA = 115,698 SQFT = 2.66 ACRES TOTAL DISTURBED AREA = 115,698 SQFT = 2.66 ACRES

CONSTRUCTION SCHEDULE:

UTILITY INSTALLATION: JULY 2013 - AUGUST 2013 STREET CONSTRUCTION: JULY 2013 - OCTOBER 2013 FINAL STABILIZATION OCTOBER 2013 - NOVEMBER 2013

SITE SOIL CLASSIFICATION

1 - ALOHA SILT LOAM

37B - QUATAMA LOAM, 3 TO 7 PERCENT SLOPES

RECEIVING WATER BODIES: GLENCOE SWALE

VICINITY MAP NOT TO SCALE

PROJECT LOCATION: LATITUDE: 45.5279

LONGITUDE: -122.9937 THE PROJECT CORRIDOR BEGINS ON NW GARIBALDI ST AT NW EBBERTS AVE AND CONTINUES TO NW CONNELL AVE. NW CONNELL WILL BE IMPROVED FROM NW GARIBALDI ST AND CONTINUES TO PROJECT TERMINATION ON NW CONNELL AVE AT NW DARNIELLE

PROPERTY DESCRIPTION:

WITHIN THE RIGHT-OF-WAY OF NW GARIBALDI ST AND NW CONNELL AVE. TOWNSHIP 1 NORTH, RANGE 3 WEST, SECTION 36, WASHINGTON COUNTY, OREGON.

THE PERMITTEE IS REQUIRED TO MEET ALL THE CONDITIONS OF THE 1200C PERMIT. THIS ESCP AND GENERAL CONDITIONS HAVE BEEN DEVELOPED TO FACILITATE COMPLIANCE WITH THE 1200C PERMIT REQUIREMENTS. IN CASES OF DISCREPANCIES OR OMISSIONS, THE 1200C PERMIT REQUIREMENTS SUPERCEDE REQUIREMENTS OF THIS PLAN.

ATTENTION EXCAVATORS:

OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.

STANDARD EROSION AND SEDIMENT **CONTROL PLAN DRAWING NOTES:**

1. APPLY TEMPORARY AND PERMANENT SOIL STABILIZATION MEASURES ON ALL DISTURBED AREAS AS GRADING PROGRESSES.

2. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31 EACH YEAR. 3. DURING WET WEATHER PERIODS TEMPORARY STABILIZATION OF THE SITE MUST

OCCUR AT THE END OF EACH WORK DAY IF RAINFALL IS FORECAST IN THE NEXT 24

INSTALLED PRIOR TO ANY LAND DISTURBANCE. 5. PRESERVE EXISTING VEGETATION AND RE-VEGETATE OPEN AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION

6. ALL TEMPORARY SEDIMENT CONTROLS MUST REMAIN IN PLACE UNTIL PERMANENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. 8. ALL ACTIVE CATCH BASINS MUST HAVE SEDIMENT CONTROLS INSTALLED AND

MAINTAINED AT ALL TIMES DURING CONSTRUCTION. 9. WATER-TIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON-SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMP's; SOIL MUST BE DRAINED

SUFFICIENTLY FOR MINIMAL SPILLAGE. 10. TEMPORARY STABILIZATION OR COVERING OF SOIL STOCKPILES MUST OCCUR AT THE END OF EACH WORK DAY OR OTHER BMP's MUST BE IMPLEMENTED TO PREVENT TURBID

DISCHARGES TO SURFACE WATERS. 11. DEVELOP AND MAINTAIN ONSITE A WRITTEN SPILL PREVENTION AND RESPONSE

12. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.

 THE PERMITTEE MUST PROPERLY PREVENT AND MANAGE HAZARDOUS WASTE, USEL OILS. CONTAMINATED SOILS. CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR

OREGON DIVISION OF STATE LANDS REQUIRED TIME FRAME. 15. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE

FOLLOW THE MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE TAKEN IN THE APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE. 17. SEDIMENT MUST BE REMOVED FROM BEHIND SEDIMENT FENCE WHEN IT HAS

REACHED A HEIGHT OF THE HEIGHT OF THE FENCE ABOVE THE GROUND. AND BEFORE 18. SEDIMENT MUST BE REMOVED FROM BEHIND BIO BAGS AND OTHER BARRIERS WHEN

IT HAS REACHED A HEIGHT OF TWO (2) INCHES AND BEFORE BMP REMOVAL. 19. CLEANING OF TRAPPED CATCH BASINS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY (50) PERCENT, AND AT COMPLETION

20. REMOVAL OF TRAPPED SEDIMENT IN A SEDIMENT BASIN OR SEDIMENT TRAP MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY (50) PERCENT. AND AT COMPLETION OF PROJECT. 21. DEQ MUST APPROVE OF ANY TREATMENT SYSTEM AND OPERATIONAL PLAN THAT

MAY NECESSARY TO TREAT CONTAMINATED CONSTRUCTION DEWATERING OR SEDIMENT AND TURBIDITY IN STORMWATER RUNOFF.

22. SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR THIRTY (30) DAYS OR MORE, THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD. 23. SHOULD CONSTRUCTION ACTIVITIES CEASE FOR FIFTEEN (15) DAYS OR MORE ON ANY

SIGNIFICANT PORTION OF A CONSTRUCTION SITE, TEMPORARY STABILIZATION IS REQUIRED FOR THAT PORTION OF THE SITE WITH STRAW, COMPOST, OR OTHER TACKIFIED COVERING THAT WILL PREVENT SOIL OR WIND EROSION UNTIL WORK RESUMES ON THAT PORTION OF THE SITE.

LOCAL AGENCY-SPECIFIC EROSION **CONTROL NOTES:**

OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. 2. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. DURING THE CONSTRUCTION PERIOD, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR

3. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMP's THAT MUST BE INSTALLED ARE A GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMP's MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT. 4. IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAT SEPTEMBER 1; THE TYPE AND PERCENTAGES OF SEED IN THE MIX MUST BE **IDENTIFIED ON THE PLANS.**

5. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL

6. THE ESC PLAN MUST BE KEPT ON SITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT OR SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES. 7. THE ESC MEASURES SHOWN ON THIS PLAN ARE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL EROSION CONTROL REGULATIONS. CHANGES TO THE APPROVED ESC PLAN MUST BE SUBMITTED IN THE FORM OF AN ACTION PLAN TO DEQ PER THE 1200

8. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMP's MUST BE USED WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.

9. ALL EXPOSED SOILS MUST BE COVERED DURING THE WET WEATHER PERIOD.

BMP MATRIX FOR CONSTRUCTION PHASES

REFER TO DEQ GUIDANCE MANUAL FOR A COMPREHENSIVE LIST OF AVAILABLE BMP'S.

		MASS	UTILITY	STREET CONSTRUCTION /	FINAL	WET WEATHER
	CLEARING	GRADING	INSTALLATION	RESTORATION	STABILIZATION	(OCT. 1 - MAY 31ST)
EROSION PREVENTION						
PRESERVE NATURAL VEGETATION			Χ	Х	Х	
GROUND COVER						
HYDRAULIC APPLICATIONS	1, 1	11.		1 .		
PLASTIC SHEETING				1.00		
MATTING						
DUST COTROL			Х	Х		
TEMPORARY/ PERMANENT SEEDING			Χ	Х	Х	
BUFFER ZONE						
OTHER:		, , , , , , , , , , , , , , , , , , ,				
SEDIMENT CONTROL						V
SEDIMENT FENCE (PERIMETER)						
SEDIMENT FENCE (INTERIOR)						
STRAW WATTLES						
FILTER BERM				1.00		
INLET PROTECTION			X	X	X	
DEWATERING						
SEDIMENT TRAP						
OTHER:						
RUN OFF CONTROL						
CONSTRUCTION ENTRANCE						
PIPE SLOPE DRAIN						
OUTLET PROTECTION					. 1	
SURFACE ROUGHENING						
CHECK DAMS			Χ	Х		
OTHER:						
POLLUTION PREVENTION						
PROPER SIGNAGE						
HAZ WASTE MGMT						
SPILL KIT ON-SITE						
CONCRETE WASHOUT AREA						
OTHER:						

** SIGNIFIES BMP THAT WILL BE INSTALLED PRIOR TO ANY GROUND DISTURBING ACTIVITY.

RATIONALE STATEMENT

A COMPREHENSIVE LIST OF AVAILABLE BEST MANAGEMENT PRACTICES (BMP) OPTIONS BASED ON DEQ'S GUIDANCE MANUAL HAS BEEN REVIEWED TO COMPLETE THIS EROSION AND SEDIMENT CONTROL PLAN. SOME OF THE ABOVE LISTED BMP's WERE NOT CHOSEN BECAUSE THEY WERE DETERMINED TO NOT EFFECTIVELY MANAGE EROSION PREVENTION AND SEDIMENT CONTROL FOR THIS PROJECT BASED ON SPECIFIC SITE CONDITIONS, INCLUDING SOIL CONDITIONS TOPOGRAPHIC CONSTRAINTS, ACCESSIBILITY TO THE SITE, AND OTHER RELATED CONDITIONS, AS THE PROJECT PROGRESSES AND THERE IS A NEED TO REVISE THE ESC PLAN, AN ACTION PLAN WILL BE SUBMITTED.

PERMITTEE'S SITE INSPECTOR:

COMPANY/AGENCY: CITY OF HILLSBORO 503-681-6146

503-681-6245 CHARLIEB@CI.HILLSBORO.OR.US E-MAIL:

DESCRIPTION OF EXPERIENCE:

CITY EROSION CONTROL INSPECTOR FOR 15 YEARS, SPECIALIZING IN CAPITAL IMPROVEMENT PROJECTS AND EROSION CONTROL DESIGN

INSPECTION FREQUENCY:

SITE CONDITION	MINIMUM FREQUENCY
1. ACTIVE PERIOD	DAILY WHEN STORMWATER RUNOFF, INCLUDING RUNOFF FROM SNOWMELT, IS OCCURRING. ONCE EVERY (2) TWO WEEKS, REGARDLESS OF WHETHER STORMWATER RUNOFF IS OCCURRING.
2. PRIOR TO THE SITE BECOMING INACTIVE OR IN ANTICIPATION OF SITE INACCESSIBILITY.	ONCE TO ENSURE THAT EROSION AND SEDIMENT CONTROL MEASURES ARE IN WORKING ORDER. ANY NECESSARY MAINTENANCE AND REPAIR MUST BE MADE PRIOR TO LEAVING THE SITE.
3. INACTIVE PERIODS GREATER THAN SEVEN (7) CONSECUTIVE CALENDAR DAYS.	ONCE EVERY (14) CONSECUTIVE CALENDAR DAYS.
4. PERIODS DURING WHICH THE SITE IS INACCESSIBLE DUE TO INCLEMENT WEATHER.	IF PRACTICAL, INSPECTIONS MUST OCCUR DAILY AT A RELEVANT AND ACCESSIBLE DISCHARGE POINT OR DOWNSTREAM LOCATION.

* HOLD A PRE-CON MEETING OF PROJECT CONSTRUCTION PERSONNELTHAT INCLUDES THE EC INSPECTOR. * ALL INSPECTIONS MUST BE MADE IN ACCORDANCE WITH DEQ 1200 C PERMIT REQUIREMENTS. * INSPECTION LOGS MUST BE KEPT IN ACCORDANCE WITH DEQ'S 1200 C PERMIT REQUIREMENTS. * CHANGES TO THE APPROVED ESC PLAN MUST BE SUBMITTED TO DEQ IN THE FORM OF AN ACTION PLAN.

SHEET INDEX

EROSION AND SEDIMENT CONTROL (E&C) PLANS

E-101 TO E-106 E-107

E-108

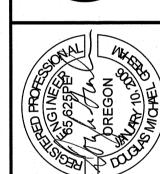
E&C TITLE SHEET STREET, UTILITY CONSTRUCTION E&C PLAN

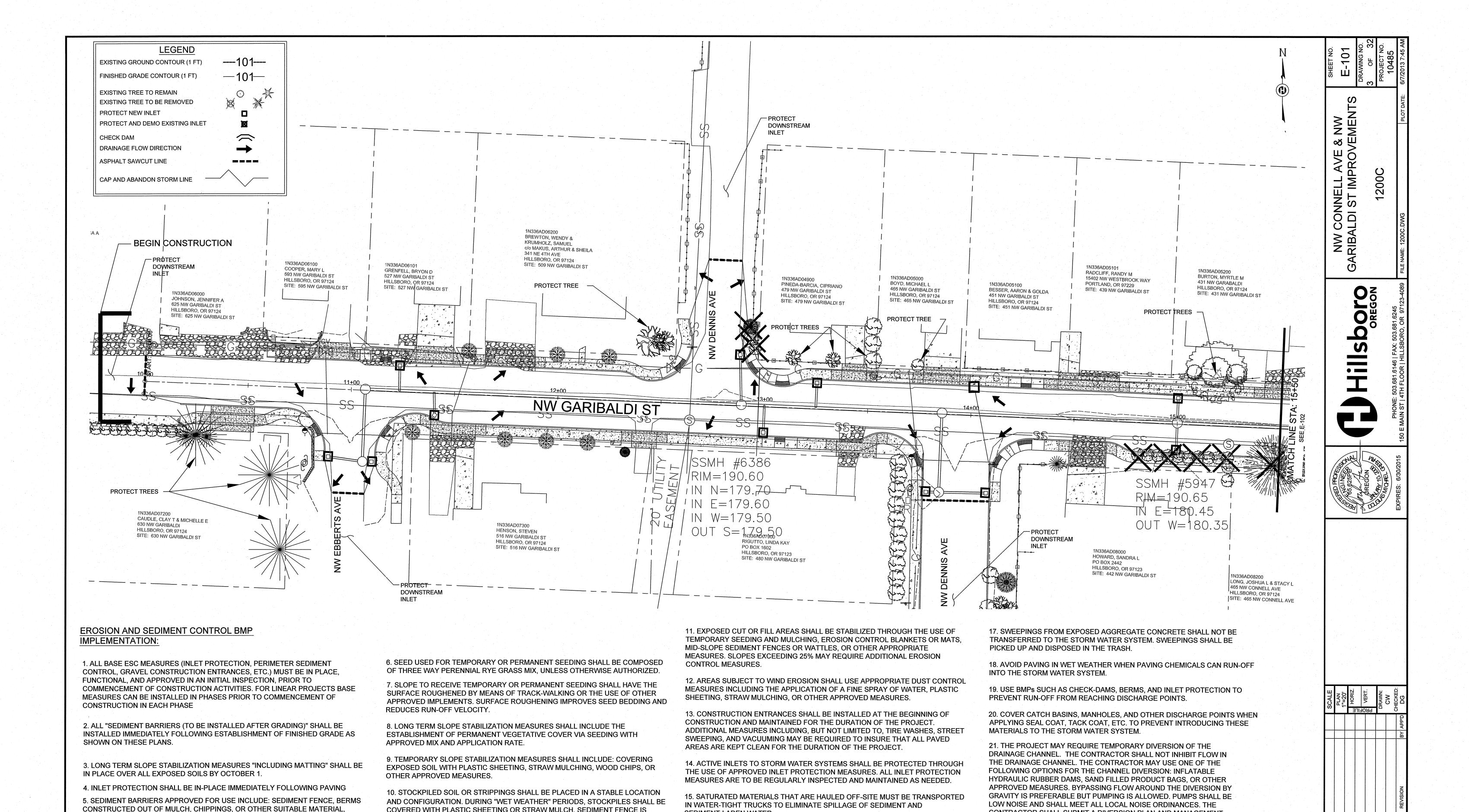
WATER QUALITY FACILITY E&C PLAN STREET AND UTILITY CONSTRUCTION E&C DETAILS

とと

200C

ONNE DI ST I N N





SEDIMENT-LADEN WATER.

16. AN AREA SHALL BE PROVIDED FOR THE WASHING OUT OF CONCRETE TRUCKS IN A LOCATION THAT DOES NOT PROVIDE RUN-OFF THAT CAN ENTER THE STORM WATER SYSTEM. IF THE CONCRETE WASH-OUT AREA CAN NOT BE CONSTRUCTED GREATER THAN 50' FROM ANY DISCHARGE POINT, SECONDARY MEASURES SUCH AS BERMS OR TEMPORARY SETTLING PITS MAY BE REQUIRED. THE WASH-OUT SHALL BE LOCATED WITHIN SIX FEET OF TRUCK ACCESS AND

BE CLEANED WHEN IT REACHES 50% OF THE CAPACITY.

CONTRACTOR SHALL SUBMIT A DIVERSION PLAN AND MANAGEMENT

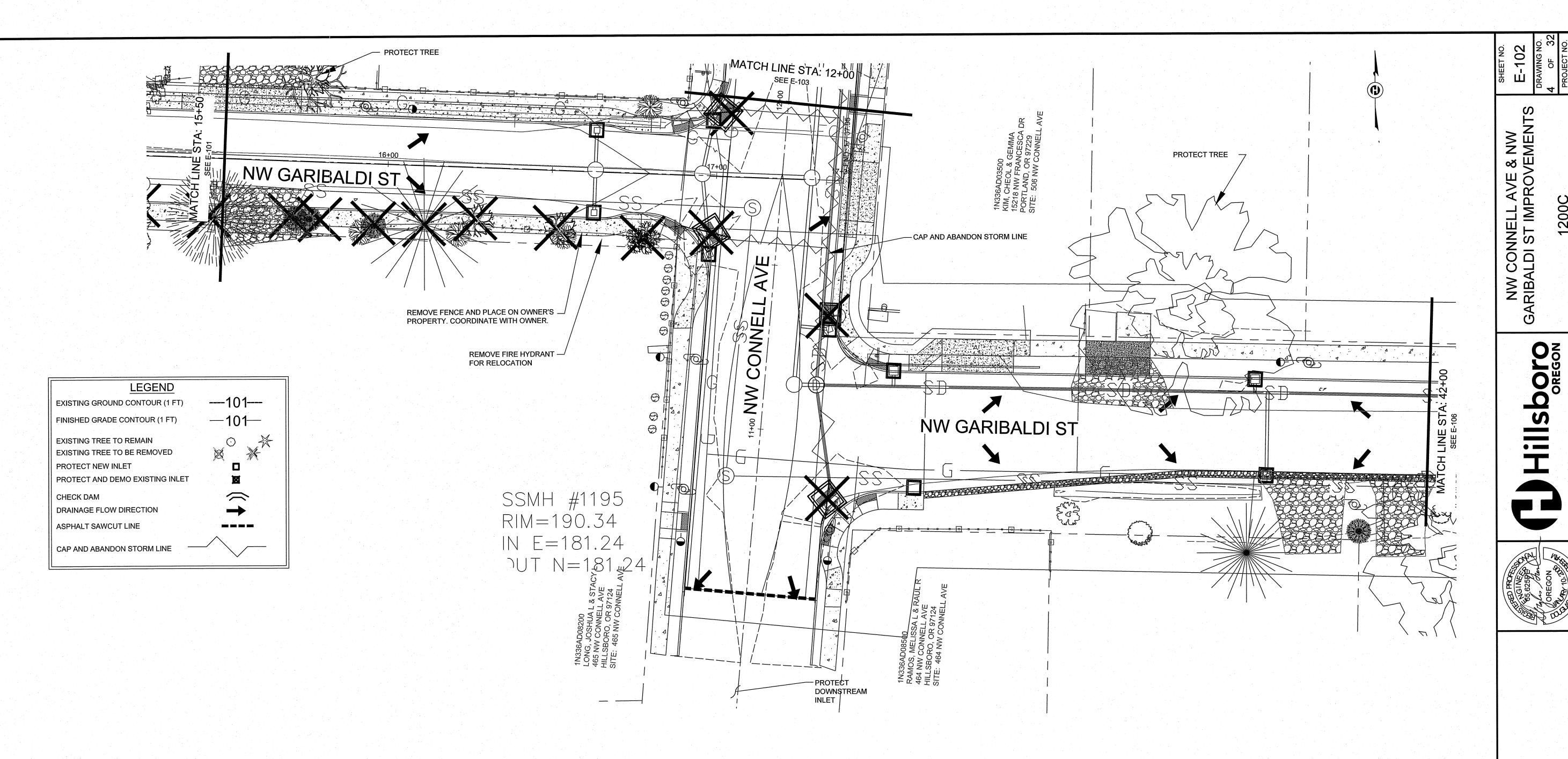
STRATEGY FOR LOCAL JURISDICTION APPROVAL 1-WEEK PRIOR TO

COMMENCING WORK.

COVERED WITH PLASTIC SHEETING OR STRAW MULCH. SEDIMENT FENCE IS

REQUIRED AROUND THE PERIMETER OF THE STOCKPILE.

STRAW WATTLES, OR OTHER APPROVED MATERIALS.



- 1. ALL BASE ESC MEASURES (INLET PROTECTION, PERIMETER SEDIMENT CONTROL, GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. FOR LINEAR PROJECTS BASE MEASURES CAN BE INSTALLED IN PHASES PRIOR TO COMMENCEMENT OF CONSTRUCTION IN EACH PHASE
- 2. ALL "SEDIMENT BARRIERS (TO BE INSTALLED AFTER GRADING)" SHALL BE INSTALLED IMMEDIATELY FOLLOWING ESTABLISHMENT OF FINISHED GRADE AS SHOWN ON THESE PLANS.
- 3. LONG TERM SLOPE STABILIZATION MEASURES "INCLUDING MATTING" SHALL BE IN PLACE OVER ALL EXPOSED SOILS BY OCTOBER 1.
- 4. INLET PROTECTION SHALL BE IN-PLACE IMMEDIATELY FOLLOWING PAVING
- 5. SEDIMENT BARRIERS APPROVED FOR USE INCLUDE: SEDIMENT FENCE, BERMS CONSTRUCTED OUT OF MULCH, CHIPPINGS, OR OTHER SUITABLE MATERIAL, STRAW WATTLES, OR OTHER APPROVED MATERIALS.

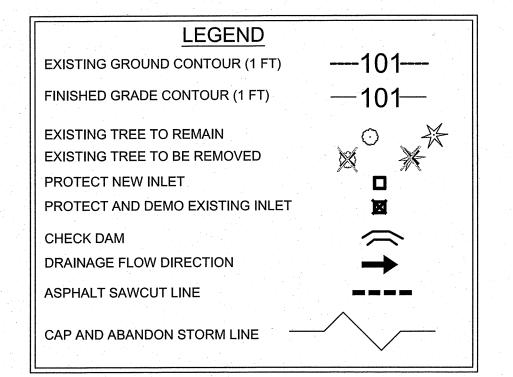
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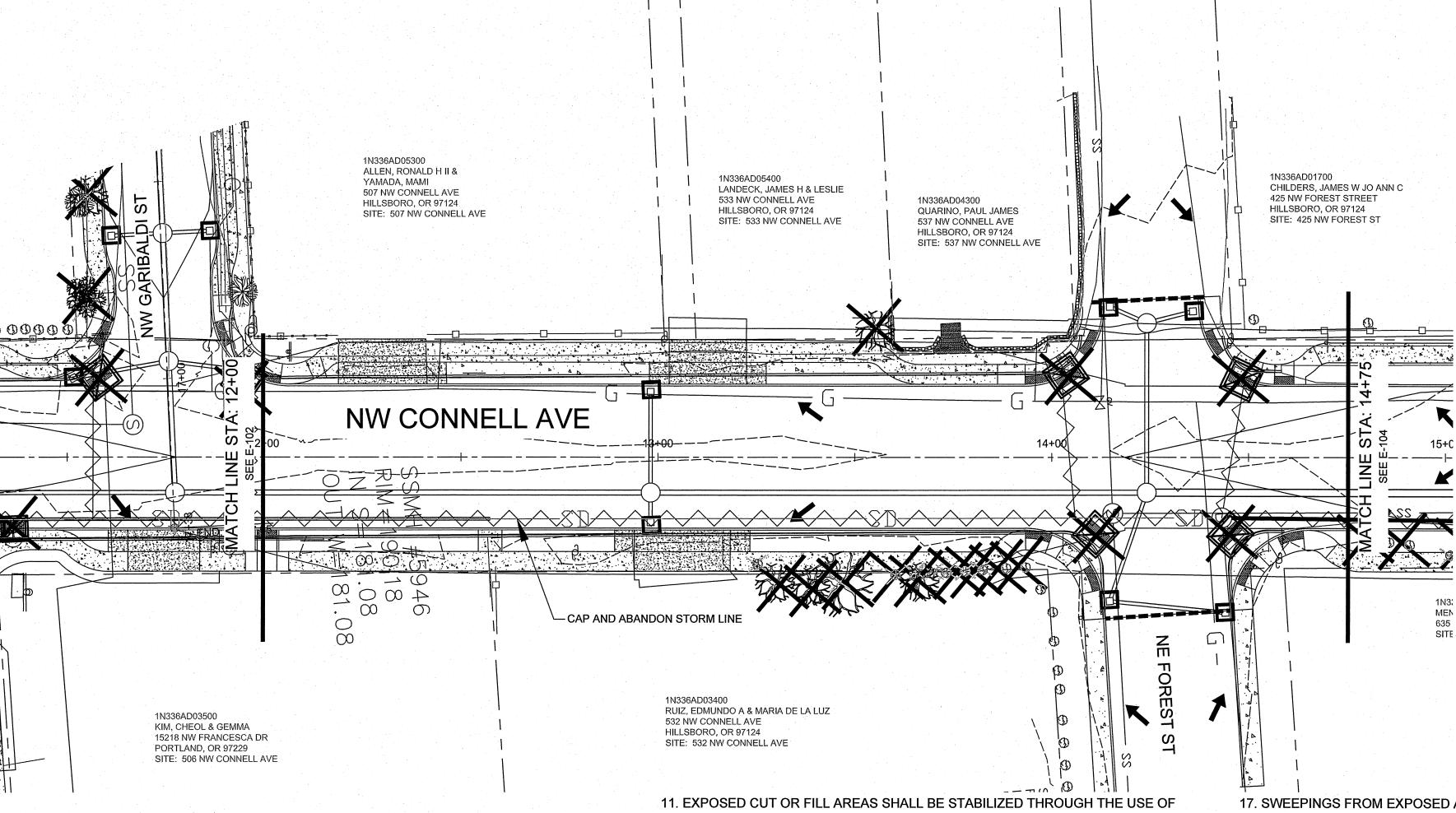
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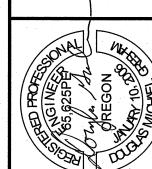
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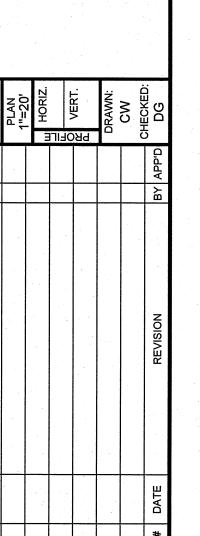
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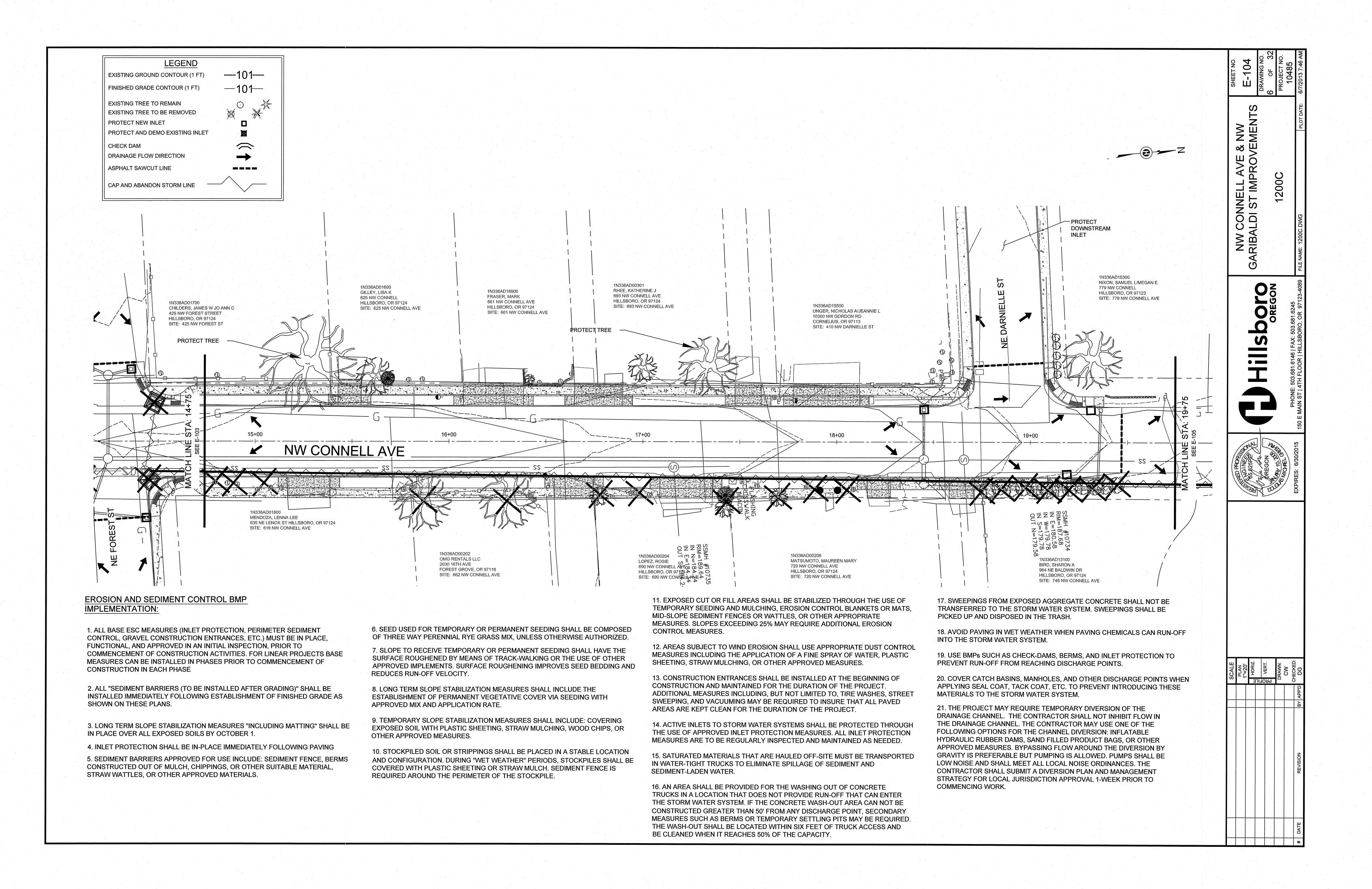
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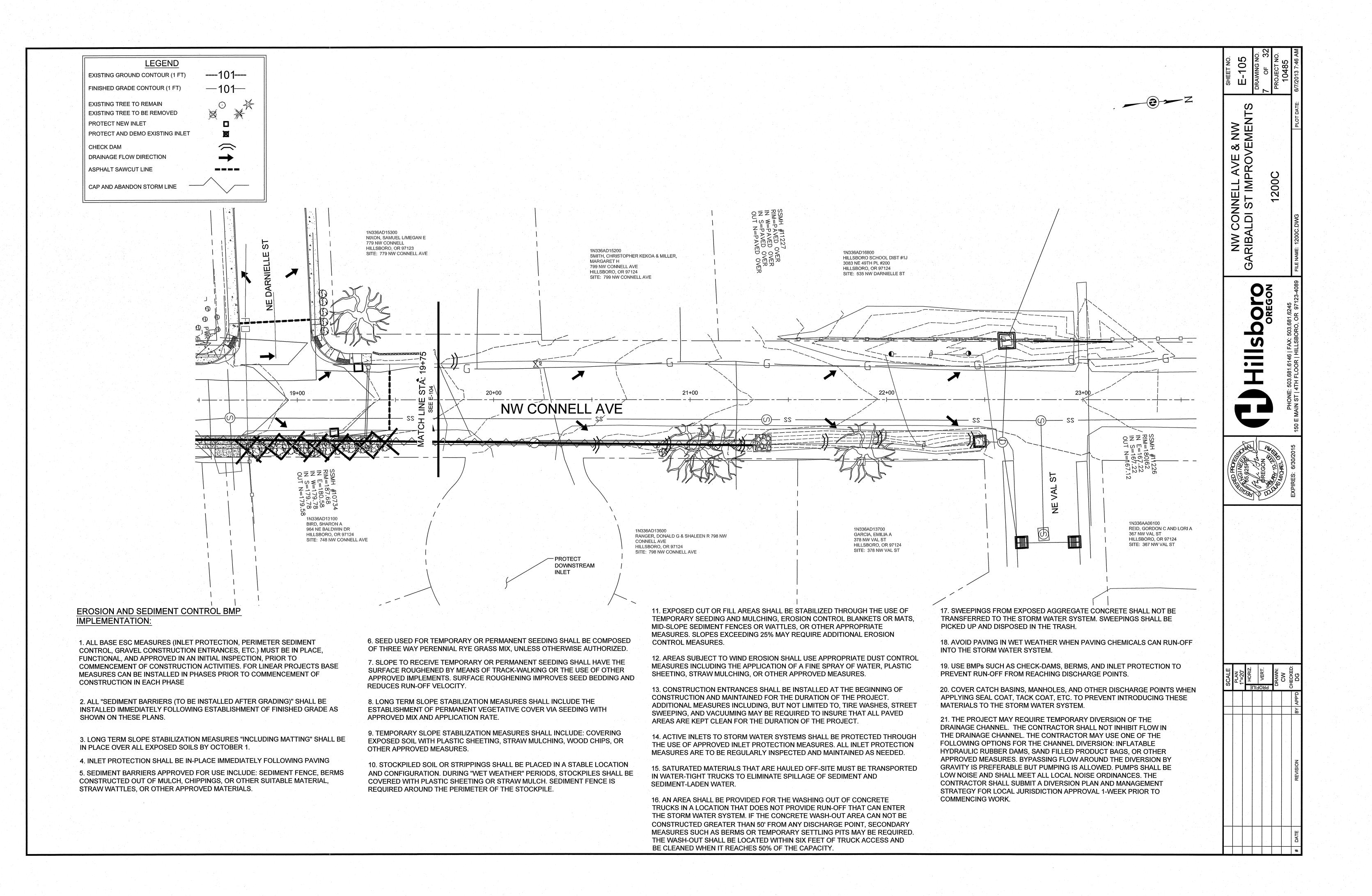
| NW CONNELL AVE & NW GARIBALDI ST IMPROVEMEN

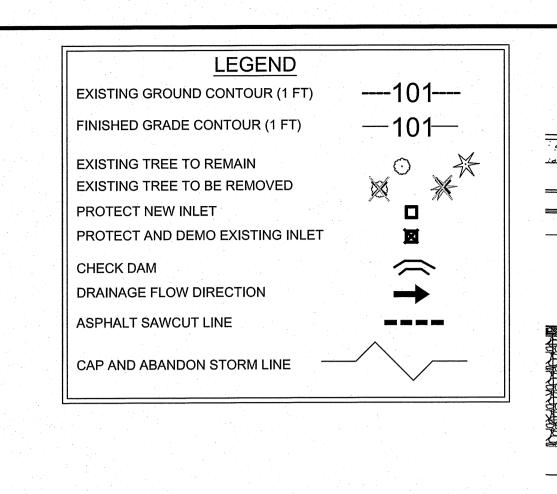
Hillsboro oregon

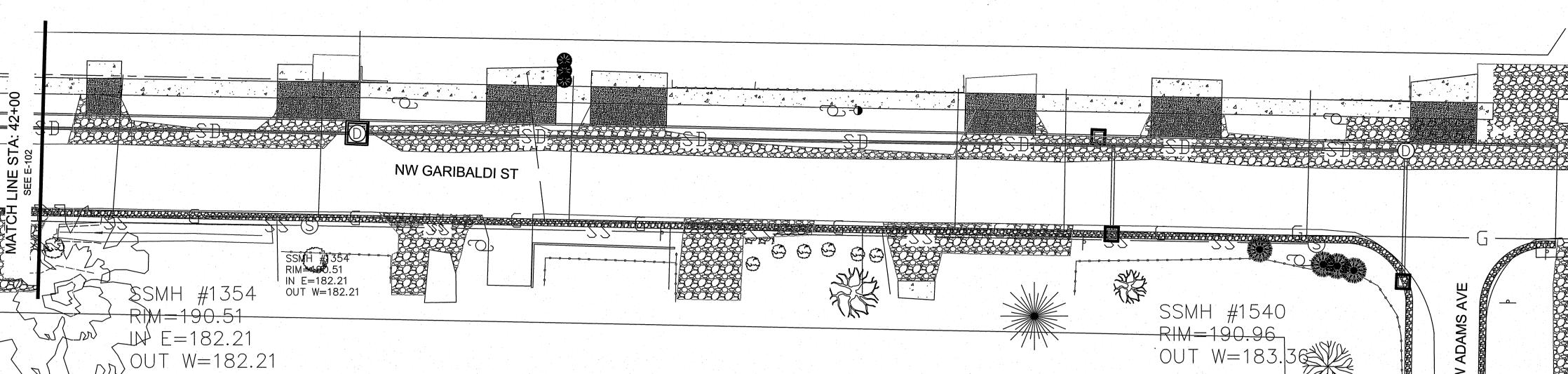






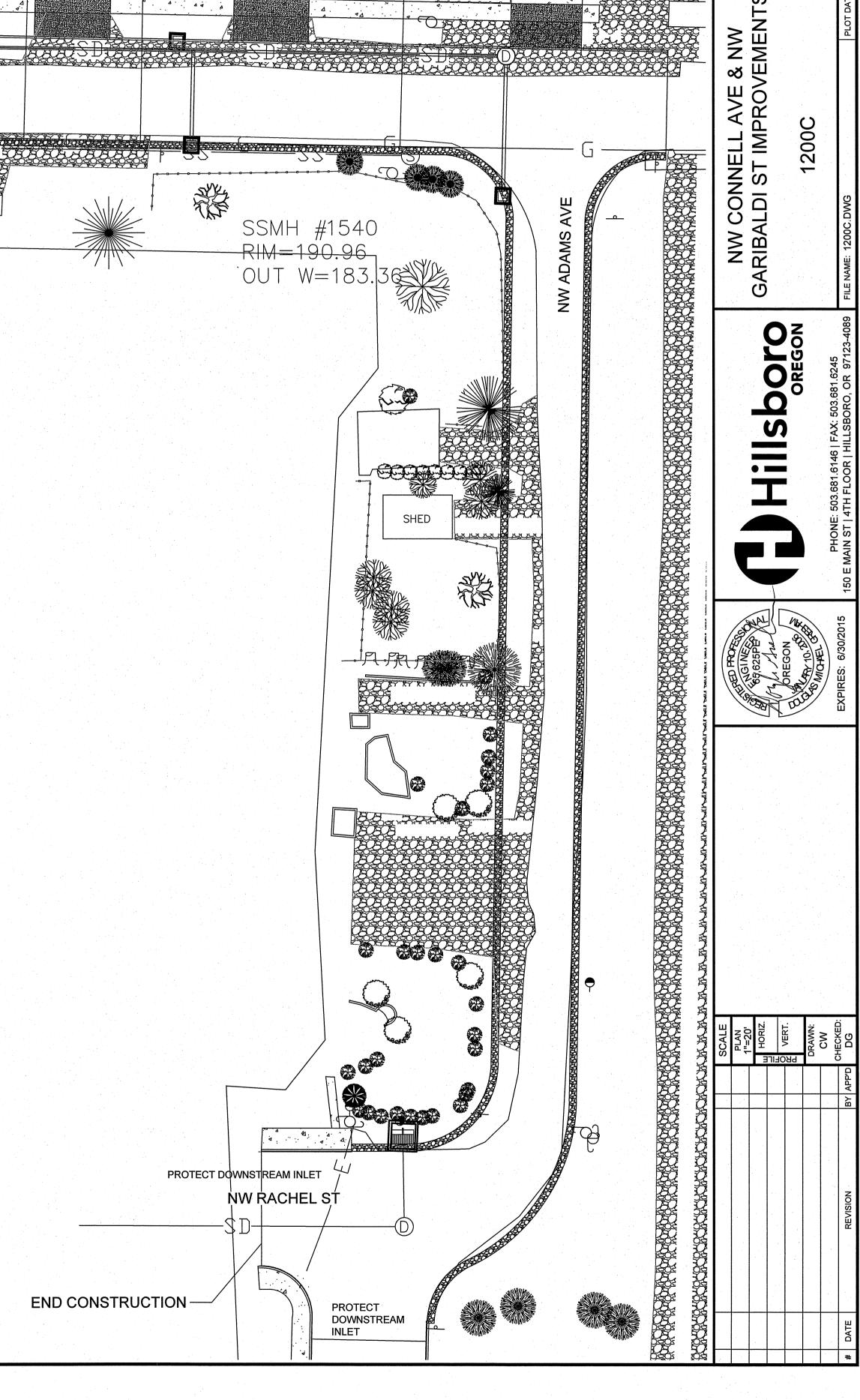






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EX. OUTFALL

Null Structure

RIM: 136.81'

30" IN S 134.09'

CAP AND ABANDON

STA: 10+61.36 21.23' R

EX. Structure / (11)

STA: 10+55.01/15.00' R

RIM: 139.52'

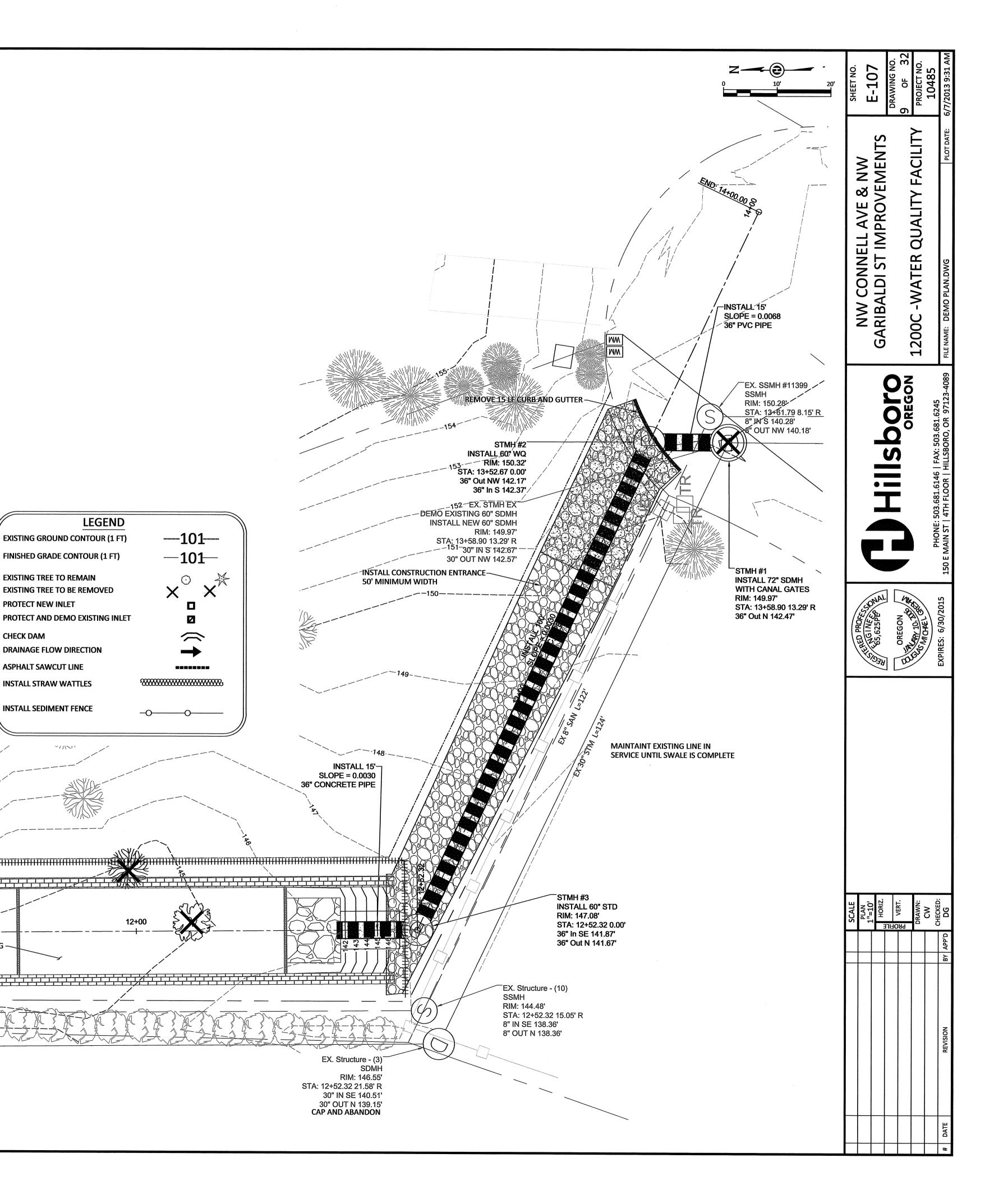
8" IN/S 134.09'

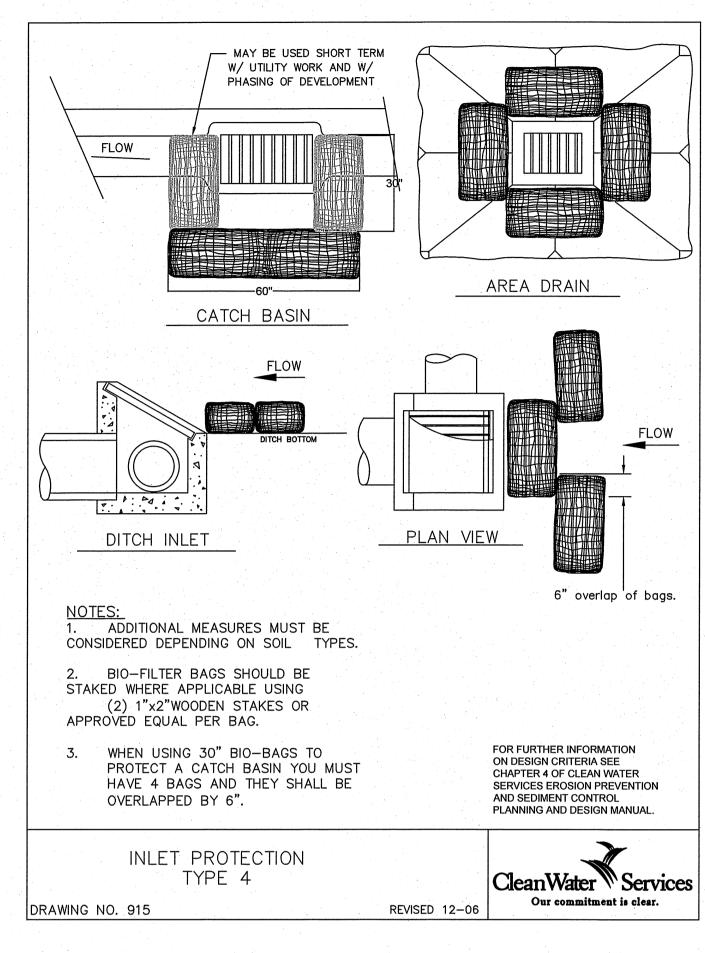
INSTALL STRAW WATTLE AT BUFFER.// ~ ADJUST AS NEEDED FOR BUFFER GRADING.

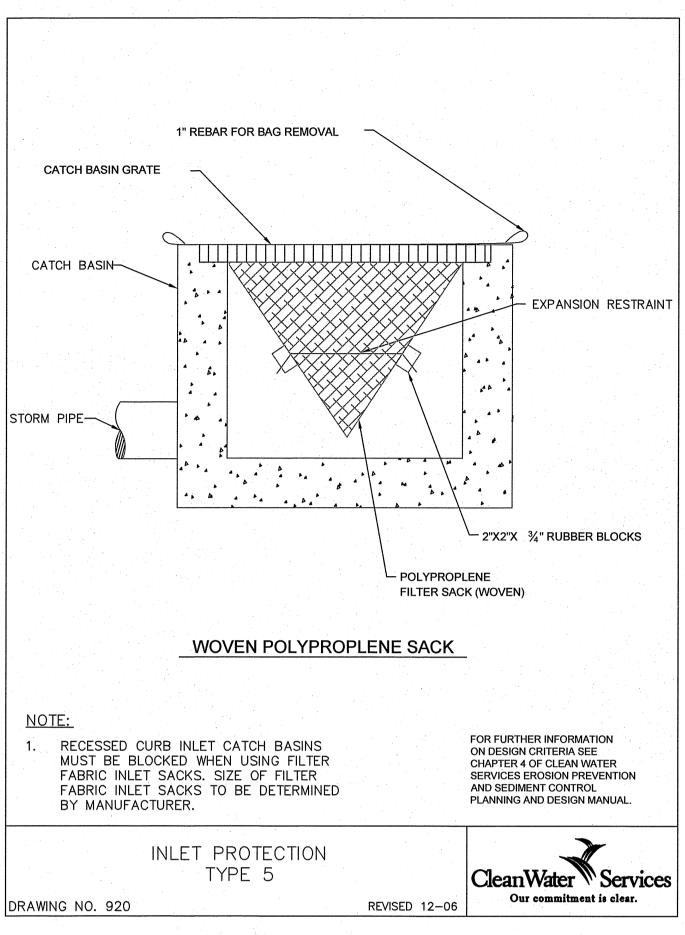
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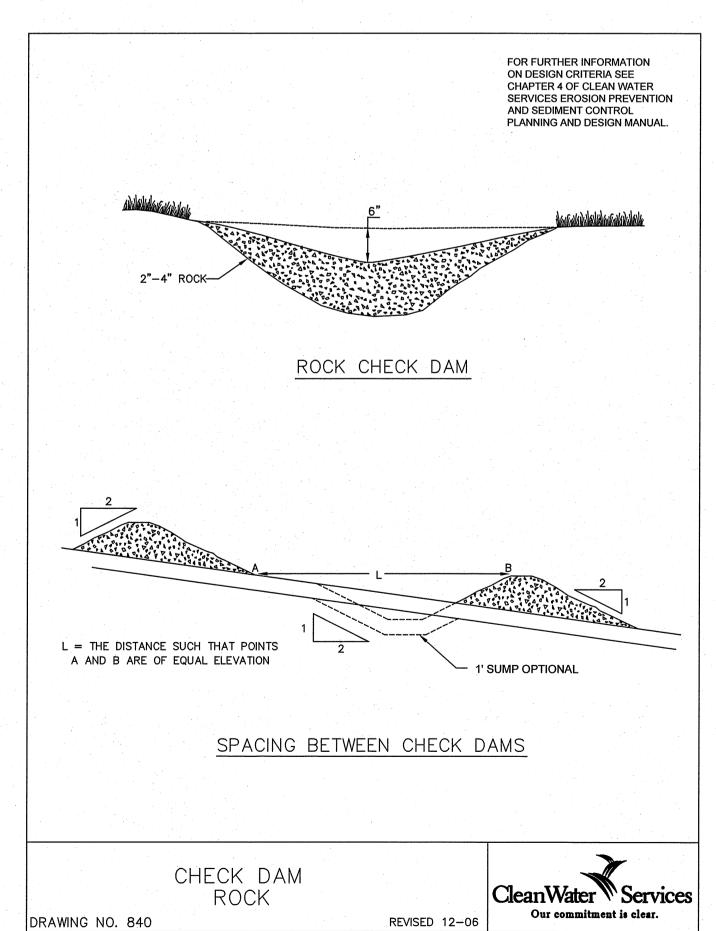
INSTALL CHANNEL MATTING

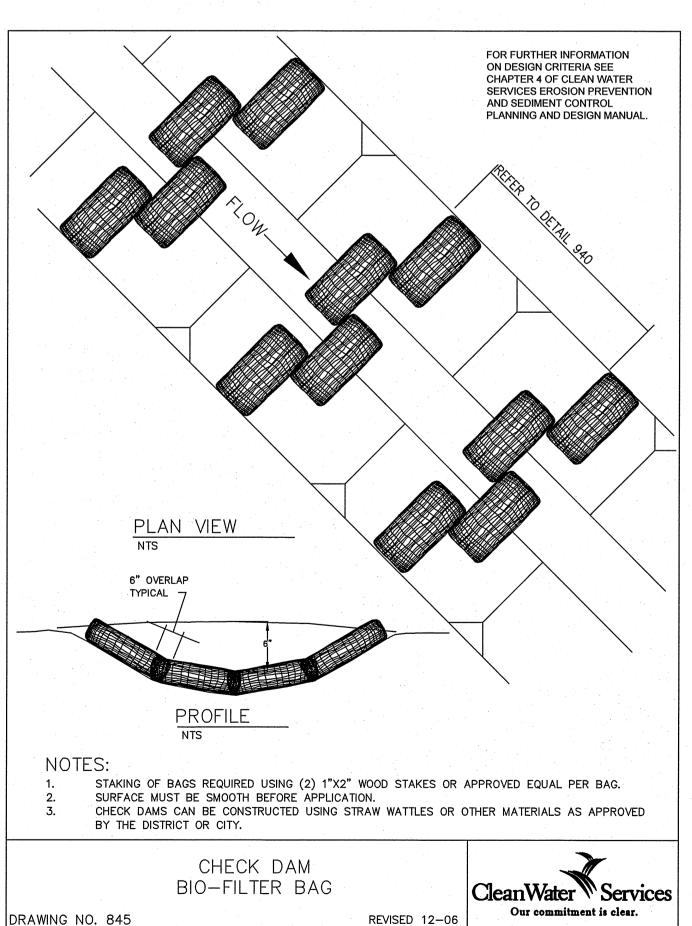
EX 30" STM L=195'

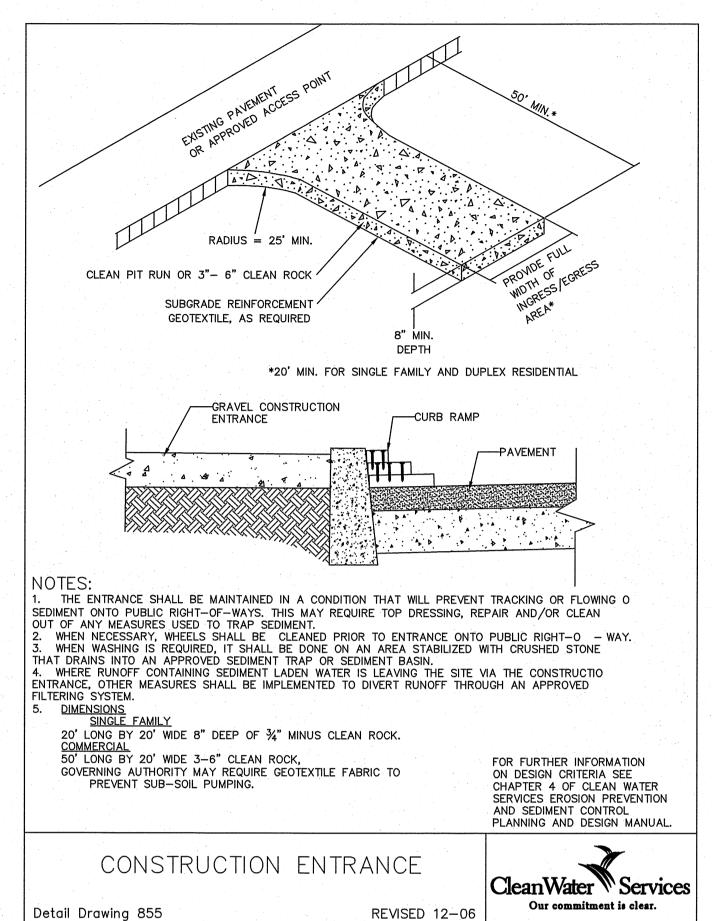












SPACING FOR CHECK DAMS

BARRIER SPACING FOR GENERAL APPLICATION

INSTALL PARALLEL ALONG CONTOURS AS FOLLOWS

SLOPE

10:1 OR FLATTER

>10:1 OR <7.5:1

>7.5:1 OR <5:1

>5:1 OR <3.5:1

>3.5:1 OR <2:1

FOR MORE INFORMATION REGARDING THESE TABLES SEE CHAPTER 4 TABLES 4-3 AND 4-7 OF

CLEAN WATER SERVICES EROSION PREVENTION AND SEDIMENT CONTROL DESIGN MANUAL.

SPACING TABLES

12 INCH

16 FT O.C.

20 FT

26 FT

33 FT

50 FT

REVISED 12-06

18 INCH

26 FT O.C.

30 FT

40 FT

50 FT

80 FT

MAXIMUM SPACING ON SLOPE

300 FT

150 FT

100 FT

50 FT

25 FT

CleanWater W Services

Our commitment is clear.

6 INCH

NOT ALLOWED

NOT ALLOWED

NOT ALLOWED

15 FT

25 FT

FOR FURTHER INFORMATION

CHAPTER 4 OF CLEAN WATER

AND SEDIMENT CONTROL

SERVICES EROSION PREVENTION

PLANNING AND DESIGN MANUAL.

DITCH GRADE

6%

5%

4%

3%

2%

% SLOPE

10% OR FLATTER

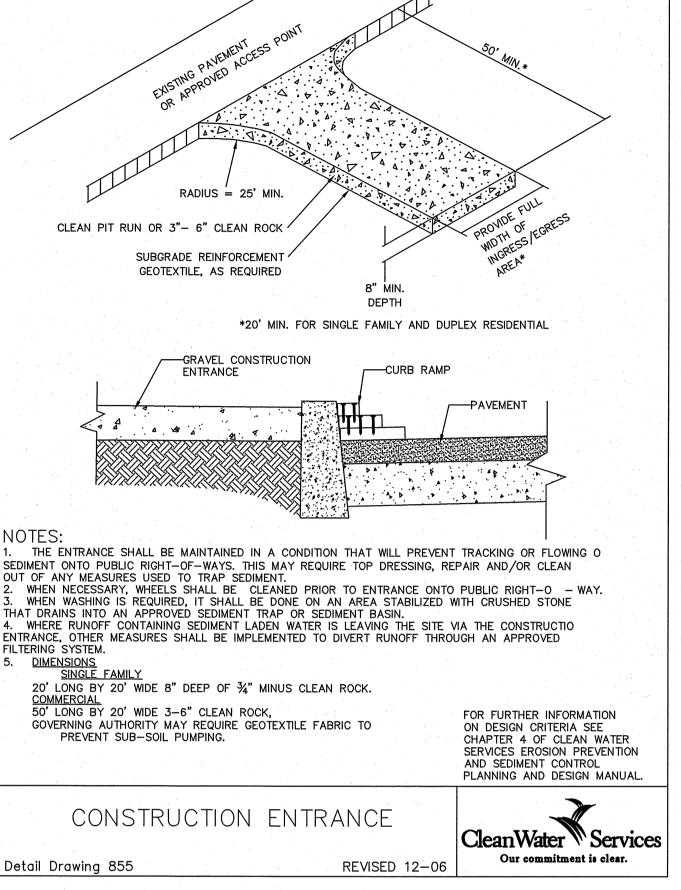
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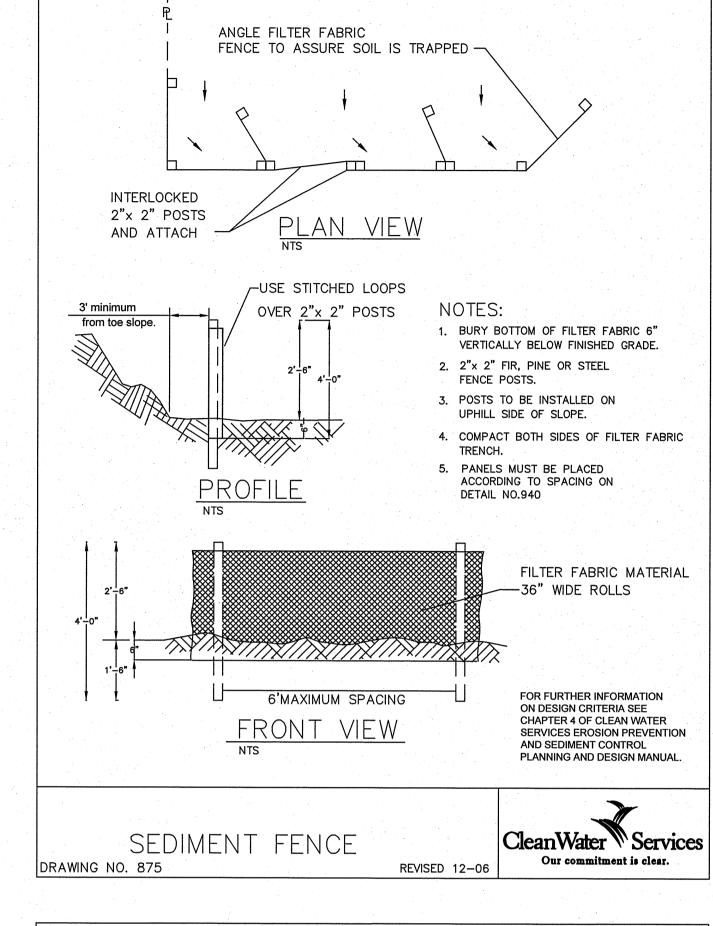
>15% OR <20%

>20% OR <30%

>30% OR <50%

DRAWING NO. 940



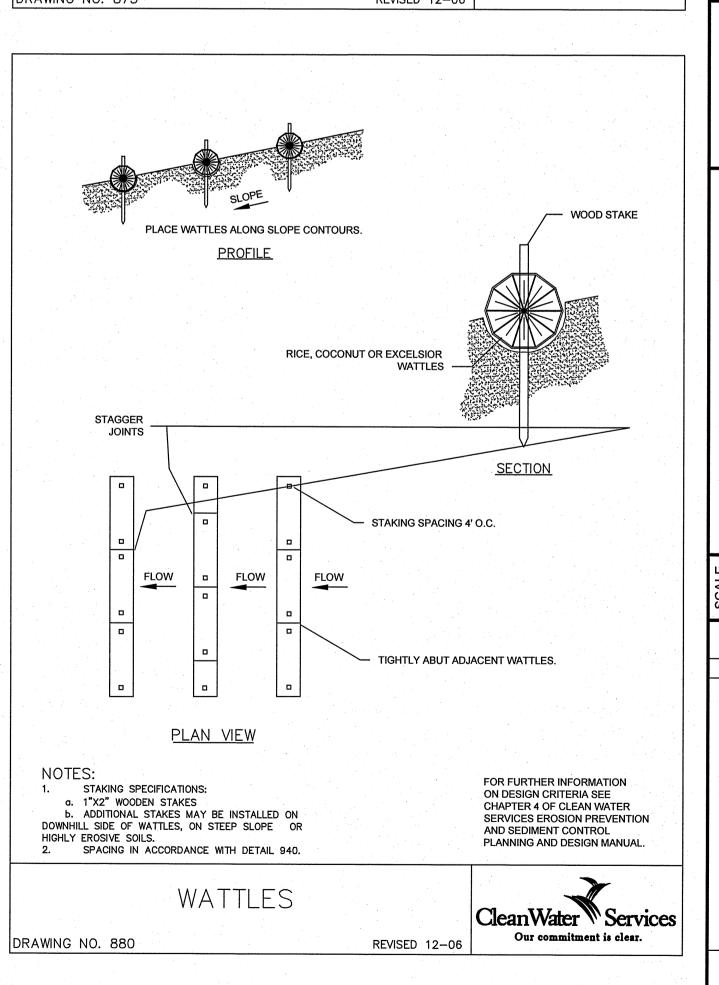


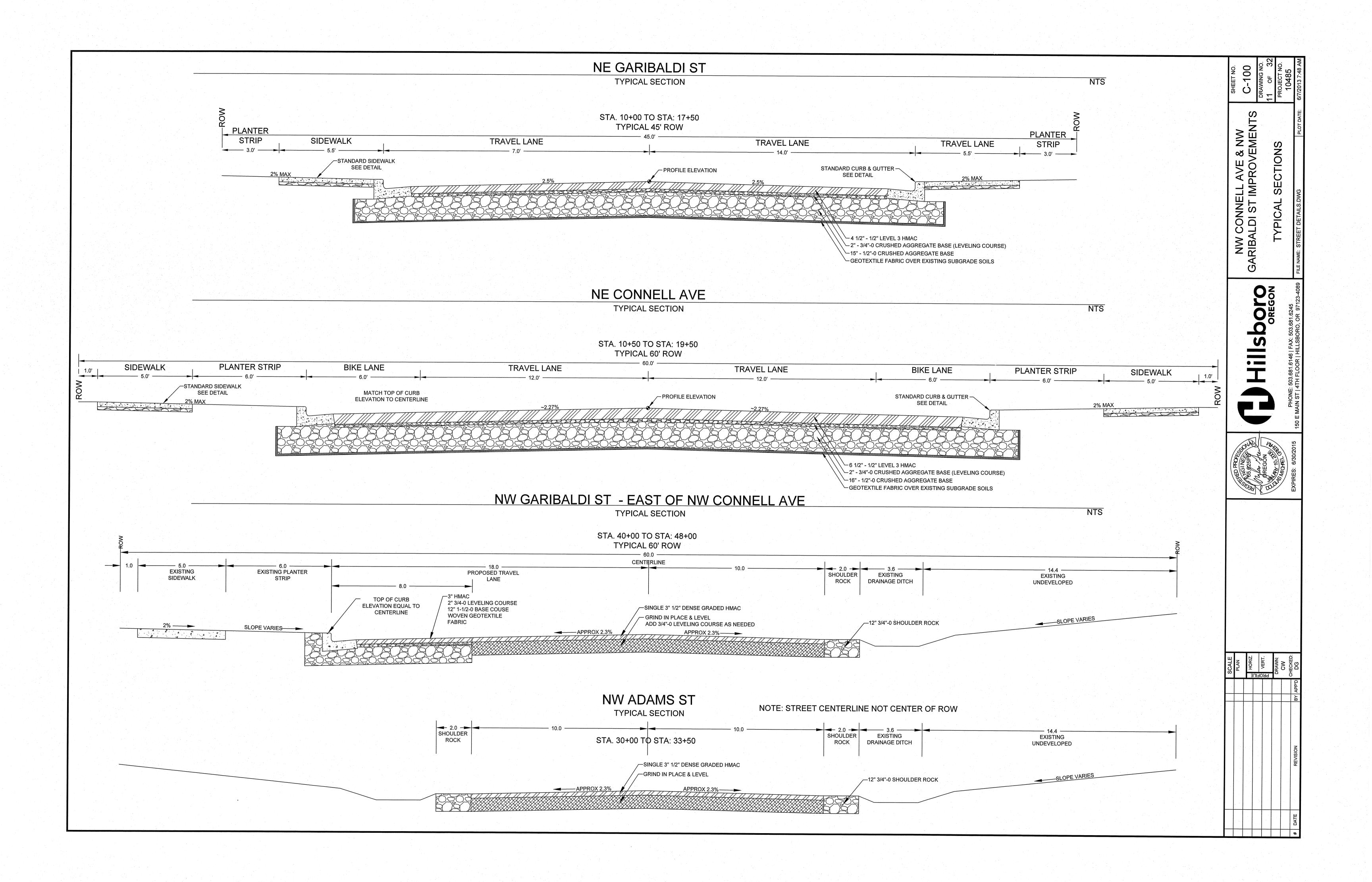
NNELL AVE & NW ST IMPROVEMEN

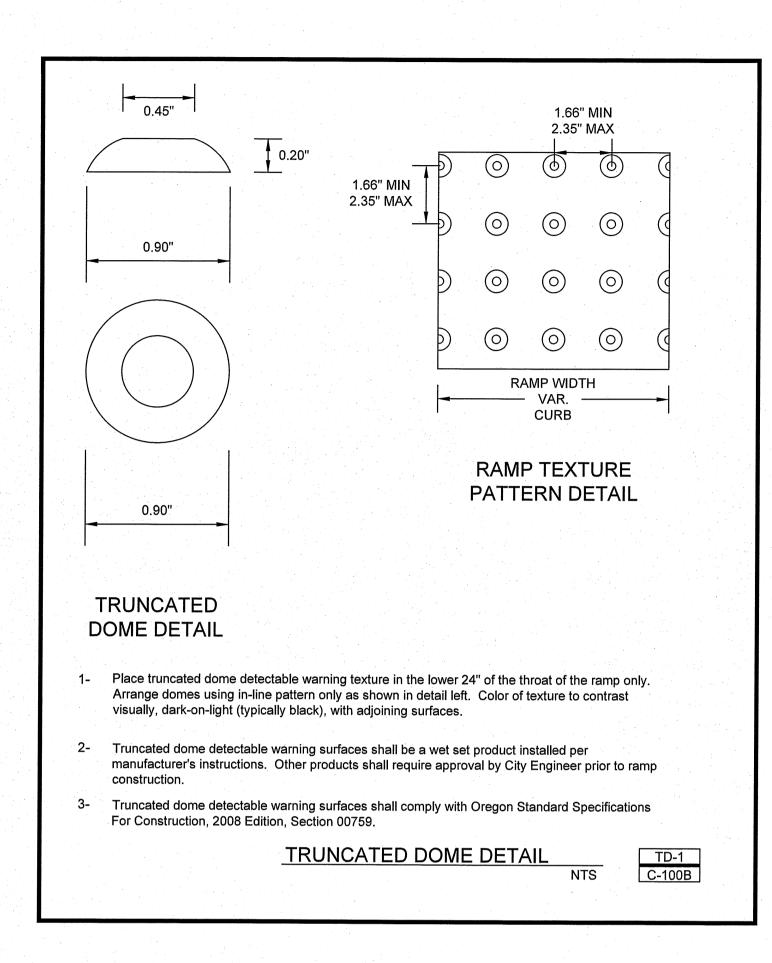
200C

9000

OR







GENERAL NOTES FOR:

COMMERCIAL , INDUSTRIAL & RESIDENTIAL

DRIVEWAYS AND SIDEWALKS

28 DAYS. BATCH MIX TICKETS SHALL BE MADE AVAILABLE AT INSPECTORS REQUEST.

NOTED. THE EXPANSION JOINT SHALL COMPLETLY CUT CONCRETE SECTION.

ROCK, OR AS DIRECTED BY ENGINEER.

BE REMOVED FROM PROJECT SITE AT OWNERS EXPENSE.

ALL CONCRETE SIDEWALKS & DRIVEWAYS POURED WITHIN THE CITY RIGHT-OF-WAY SHALL BE 3000 P.S.I. AT

EXPANSION JOINT MATERIAL SHALL BE MIN. 1/4" THICK PREMOLDED BITUMINOUS MATERIAL UNLESS OTHERWISE

SUB-BASE SHALL BE COMPACTED TO A FIRM & UNYIELDING SURFACE TRUE TO GRADE WITH UNIFORM BEARING STRENGTH. WHERE SUB GRADE HAS BEEN DISTURBED IN THE PREVIOUS 12 MONTHS OR UNSUITABLE AS DETERMINED BY THE CITY ENGINEER, CONSTRUCTION SHALL HAVE MIN. 2" of 3/4" MINUS COMPACTED BASE

ANY CURB SECTION REPAIRED OR ALTERED SHALL BE SAWCUT. ALL CURB & GUTTER SECTIONS ALTERED SHALL

DRIVEWAY LOCATION REQUIRMENTS: A) - 20' MIN. DISTANCE BETWEEN CURB CUT & START OF CURB RETURN RADIUS (NO D/W'S WITHIN CURB RADIUS). B) - 25' MIN. DISTANCE BETWEEN CURB CUTS FOR 2 OR MORE D/W'S IN SAME LOT. C) - 2' MIN. HIGH CURB BETWEEN D/W'S ON SEPERATE LOTS - EXCLUDING COMMON

DRIVEWAYS & CUL-DE-SÁCS. D) - 1' MIN HIGH CURB BETWEEN PROJECTION OF PROPERTY LINE AND CURB CUT.

WEEPHOLES SHALL BE 3" I.D. SCH. 40 PVC OR EQUAL PIPE WITH COUPLING INSTALLED THROUGH THE CURB WITH THE BOTTOM 6"+/- BELOW TOP OF CURB. DRAINS SHALL NOT BE INSTALLED THROUGH THE DROP CURB

PORTION OF THE DRIVEWAY. INSTALL A MIN. 2 WEEPHOLES PER LOT WITH PIPE AT MIN. SLOPE TO PROPERTY

A MINIMUM 24" WIDE SECTION OF TRUNCATED DOMES SHALL BE INSTALLED ON BOTH SIDES OF SIGNALIZED COMMERCIAL OR INDUSTRIAL DRIVEWAYS. SEE DWG. NO. STR-5.0 FOR ADDITIONAL INFORMATION ON THE REQUIREMENTS FOR TRUNCATED DOMES

LINE. - WEEPHOLES INSTALLED IN EXISTING CURBS SHALL BE DRILLED (NOT BROKEN & GROUTED)

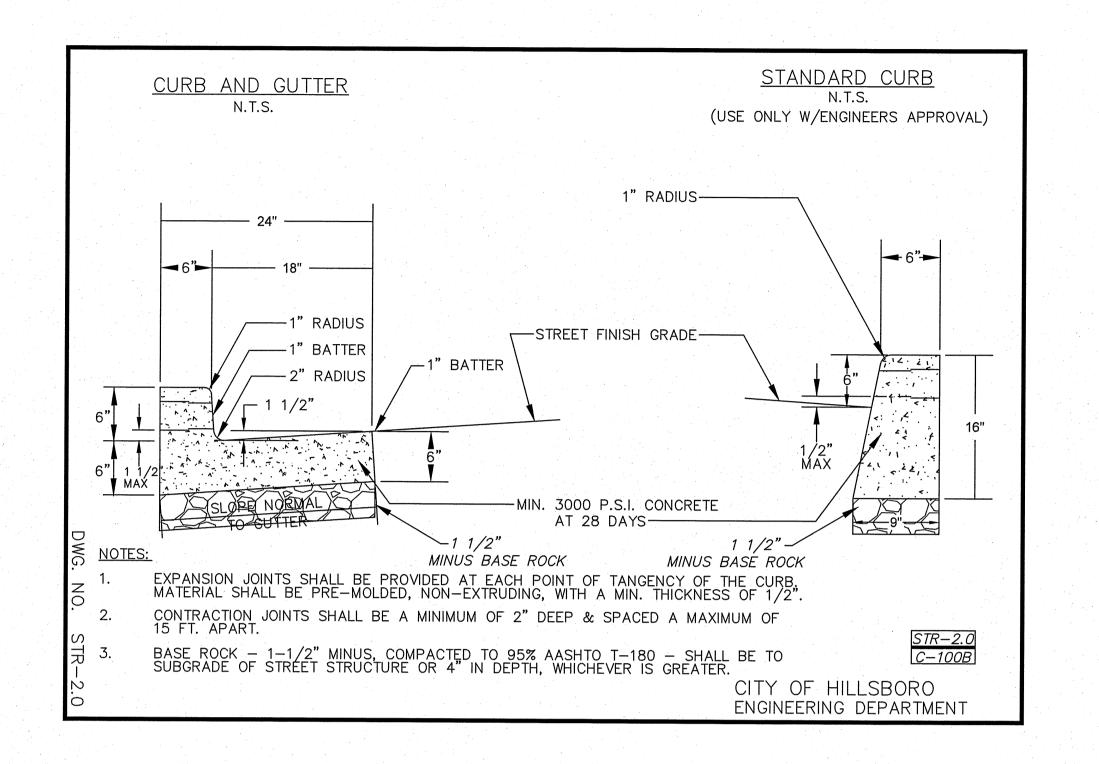
ALL DRIVEWAYS:

RESIDENTIAL:

COMMERCIAL & INDUSTRIAL:

DW-1

C-100B



COMMERCIAL & INDUSTRIAL DRIVEWAYS

N.T.S.

9' MINIMUM - 50' MAXIMUM

9' MINIMUM - 50' MAXIMUM

PLANTING STRIP

CITY OF HILLSBORD ENGINEERING DEPARTMENT

SIDEWALK LOCATED AT CURB

SIDEWALK LOCATED AT PROPERTY LINE

-INSTALL TRUNCATED DOMES 24" WIDE AT SIGNALIZED DRIVEWAYS ONLY-

---- 5 1/2" THICK - 3000 P.S.I. CONCRETE w/BROOM FINISH-

EXPANSION JOINT-1"x6" REDWOOD OR CEDAR MAY BE USED IN LIEU OF MASTIC - THIS AREA ONLY-

-INSTALL TRUNCATED DOMES 24" WIDE AT SIGNALIZED DRIVEWAYS ONLY-

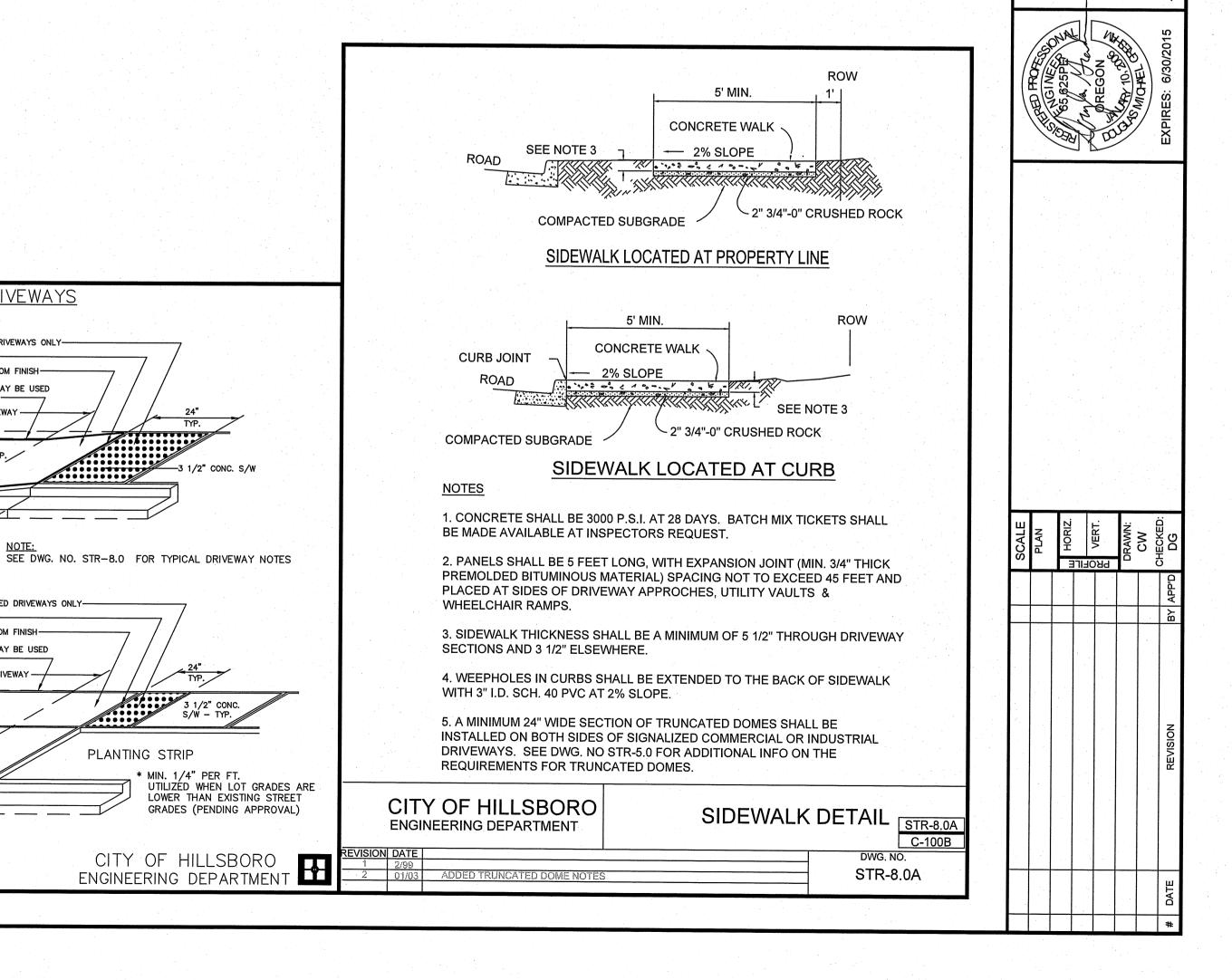
PLANTING STRIP

* MIN. 1/4" PER FT.

--- DEEP KNIFE JOINT ------- 5 1/2" THICK - 3000 P.S.I. CONCRETE w/BROOM FINISH-

EXPANSION JOINT-1"x6" REDWOOD OR CEDAR MAY BE USED IN LIEU OF MASTIC - THIS AREA ONLY

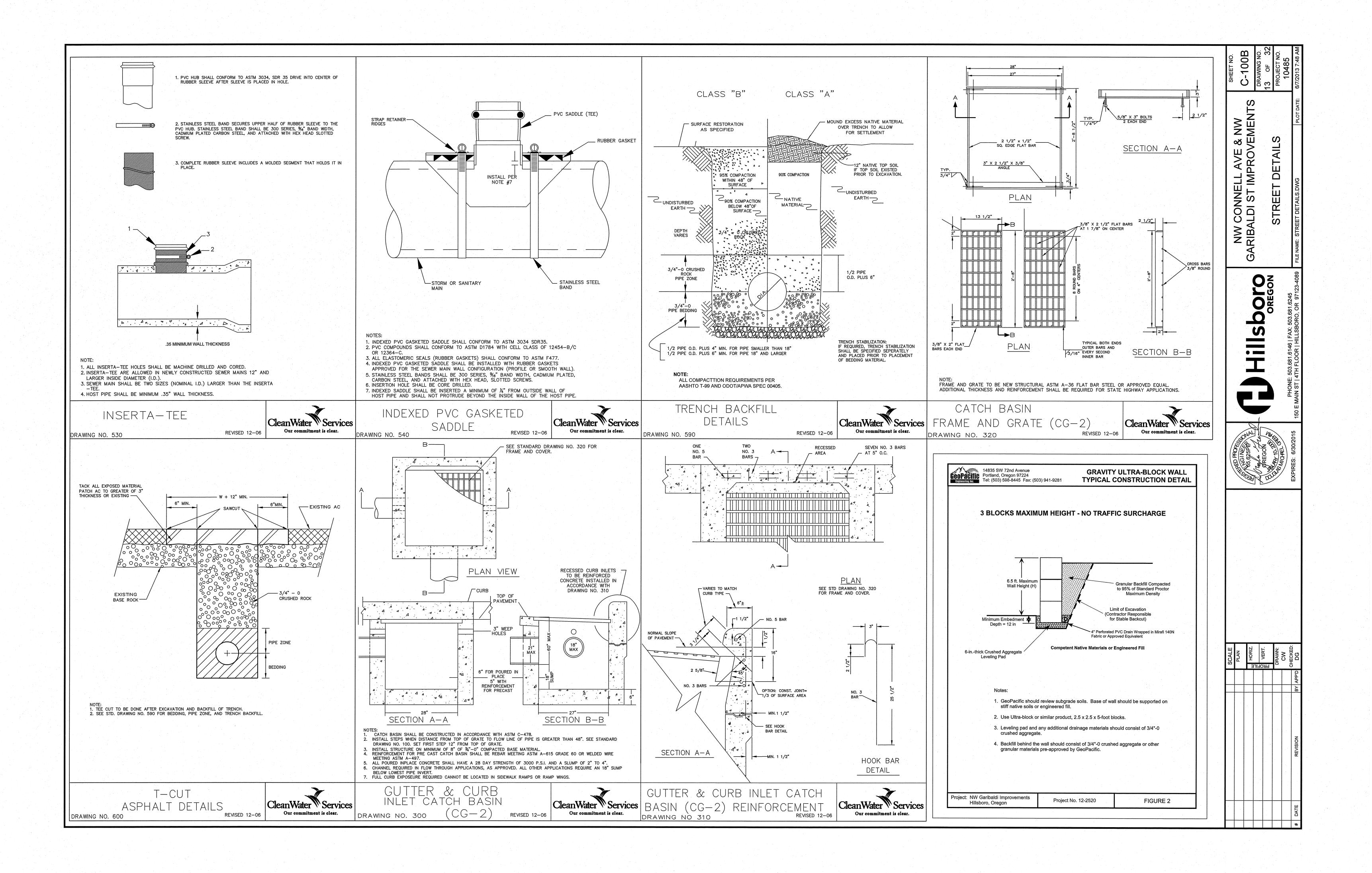
--- DEEP KNIFE JOINT -

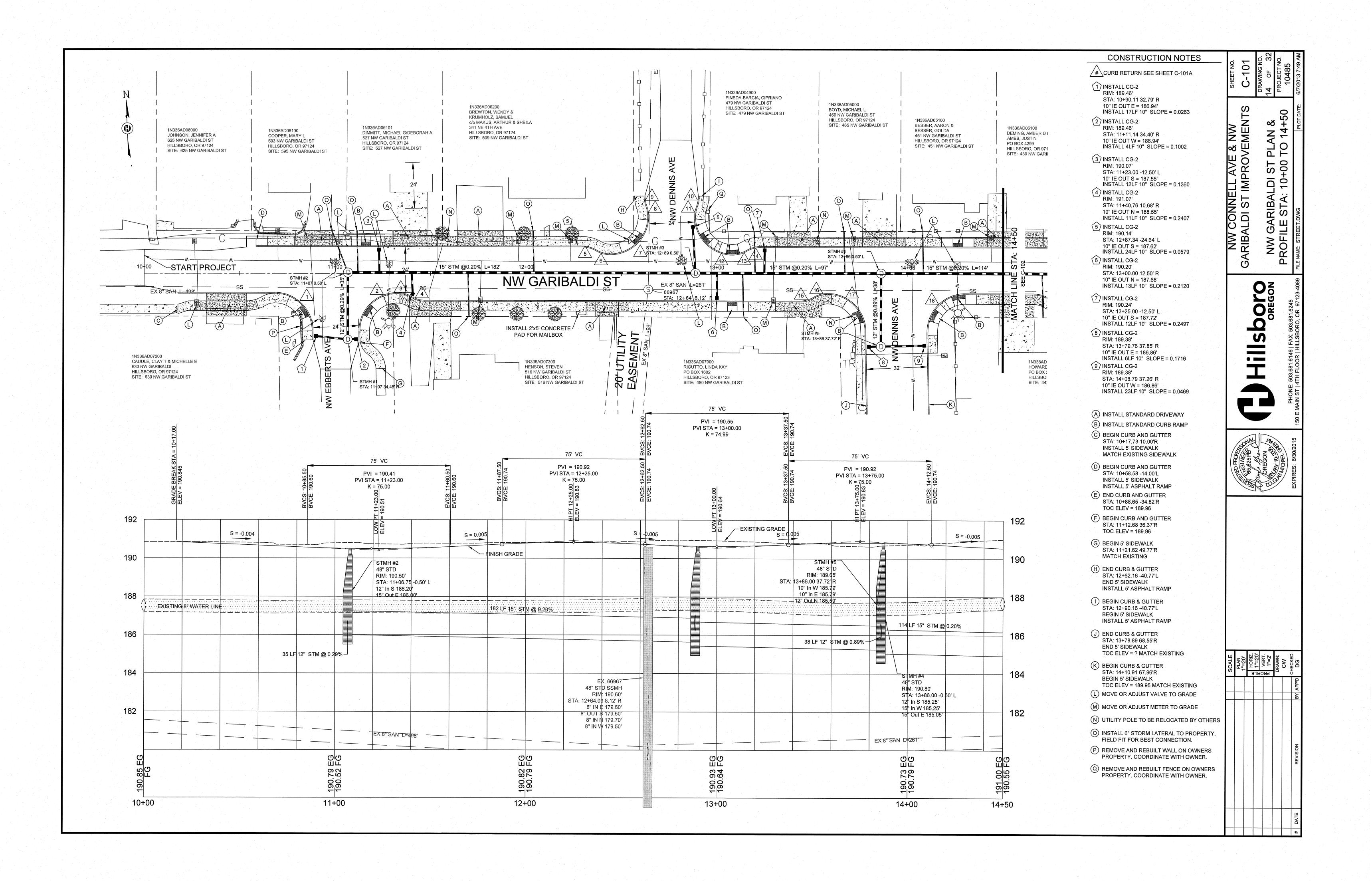


NW CONNELL AVE & NW ARIBALDI ST IMPROVEMENT

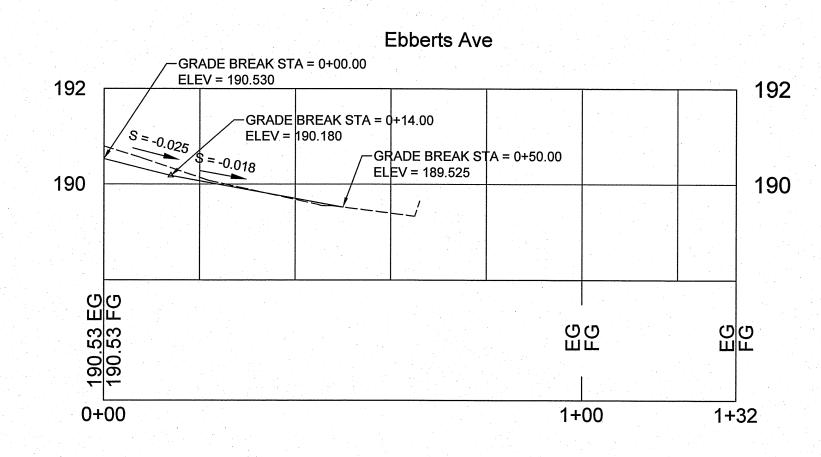
OCEGON OREGON

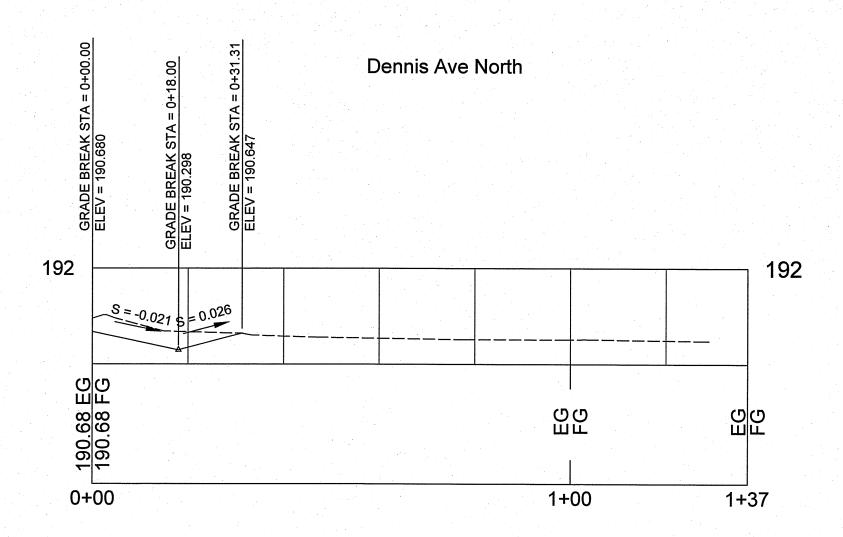
Hillsb

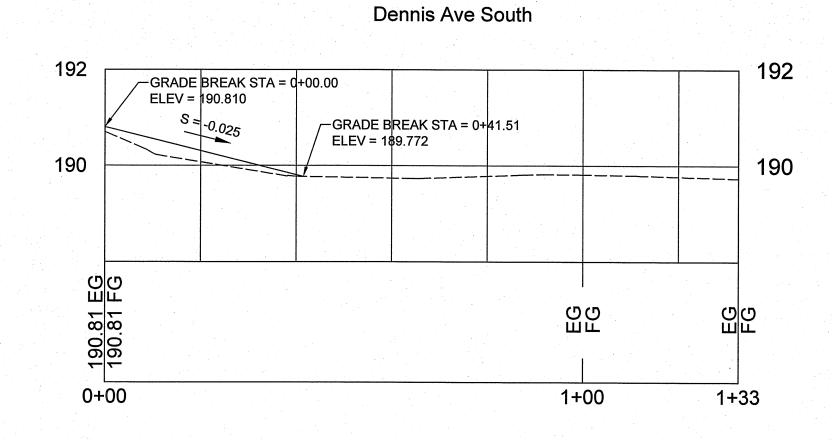




			CU	RB RETURN DATA TA	BLE			
/# \	PC	Δ/4	Δ/2	Δ/4	PT	RADIUS	LENGTH	DELTA
	10+68.55 +10.00 190.85	10+76.12 +11.49 190.65	10+82.56 +15.73 190.44	10+86.92 +22.09 190.24	10+88.55 +29.63 190.03	20	31.05	88°56'19
<u></u>	11+32.56 +10.00 190.67	11+24.82 +11.56 190.51	11+18.29 +15.99 190.34	11+13.98 +22.60 190.17	11+12.56 +30.37 190.01	20	31.79	91°03'41
<u></u>	11+32.56 +10.00 190.67		11+36.43 +10.51 190.62		11+40.04 +12.00 190.57	15	7.83	29°55'35
_4	11+40.04 +12.00 190.57		11+43.65 +13.49 190.59		11+47.53 +14.00 190.61	15	7.83	29°55'35
<u></u>	12+29.19 -14.00 190.89		12+33.06 -13.49 190.92		12+36.67 -12.00 190.94	15	7.84	29°55'35
6	12+36.67 -12.00 190.94		12+40.28 -10.51 190.97		12+44.16 -10.00 190.99	15	7.84	29°55'35
<u></u>	12+44.16 -10.00 190.99	12+51.81 -11.52 190.96	12+58.30 -15.86 190.93	12+62.64 -22.35 190.90	12+64.16 -30.00 190.86	20	31.42	90°00'00
8	12+64.16 -30.00 190.86		12+63.91 -32.74 190.88		12+63.16 -35.39 190.90	15	5.51	21°02'22
9	12+63.16 -35.39 190.90		12+62.41 -38.03 190.91		12+62.16 -40.77 190.93	15	5.51	21°02'22
10	12+88.41 -32.74 190.83		12+89.16 -35.39 190.88		12+89.91 -38.03 190.93	15	5.51	21°02'22
11	12+88.16 -30.00 190.73		12+88.41 -32.74 190.78		12+89.16 -35.39 190.83	15	5.51	21°02'22
12	13+08.16 -10.00 190.84	13+00.50 -11.52 190.86	12+94.02 -15.86 190.76	12+89.68 -22.35 190.66	12+88.16 -30.00 190.73	20	31.42	90°00'00
13	13+08.16 -10.00 190.84		13+12.03 -10.51 190.81		13+15.64 -12.00 190.78	15	7.83	21°02'22
14	13+15.64 -12.00 190.78		13+19.25 -13.49 190.76		13+23.12 -14.00 190.74	15	7.83	29°55'35
15	13+43.14 +14.00 190.82		13+47.01 +13.49 190.86		13+50.62 +12.00 190.90	15	7.83	21°02'22
16	13+50.62 +12.00 190.90		13+54.23 +10.51 190.94		13+58.11 +10.00 190.97	15	7.83	29°55'35
17	13+58.11 +10.00 190.97	13+65.68 +11.49 190.75	13+72.12 +15.73 190.53	13+76.48 +22.09 190.31	13+78.10 +29.63 190.09	20	31.05	88°56'19
18	14+30.12 +10.00 190.81	14+22.38 +11.56 190.62	14+15.85 +15.99 190.43	14+11.54 +22.60 190.24	14+10.12 +30.37 190.05	20	31.79	91°03'41



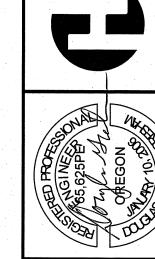


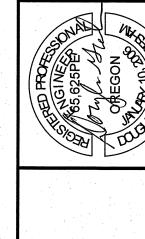


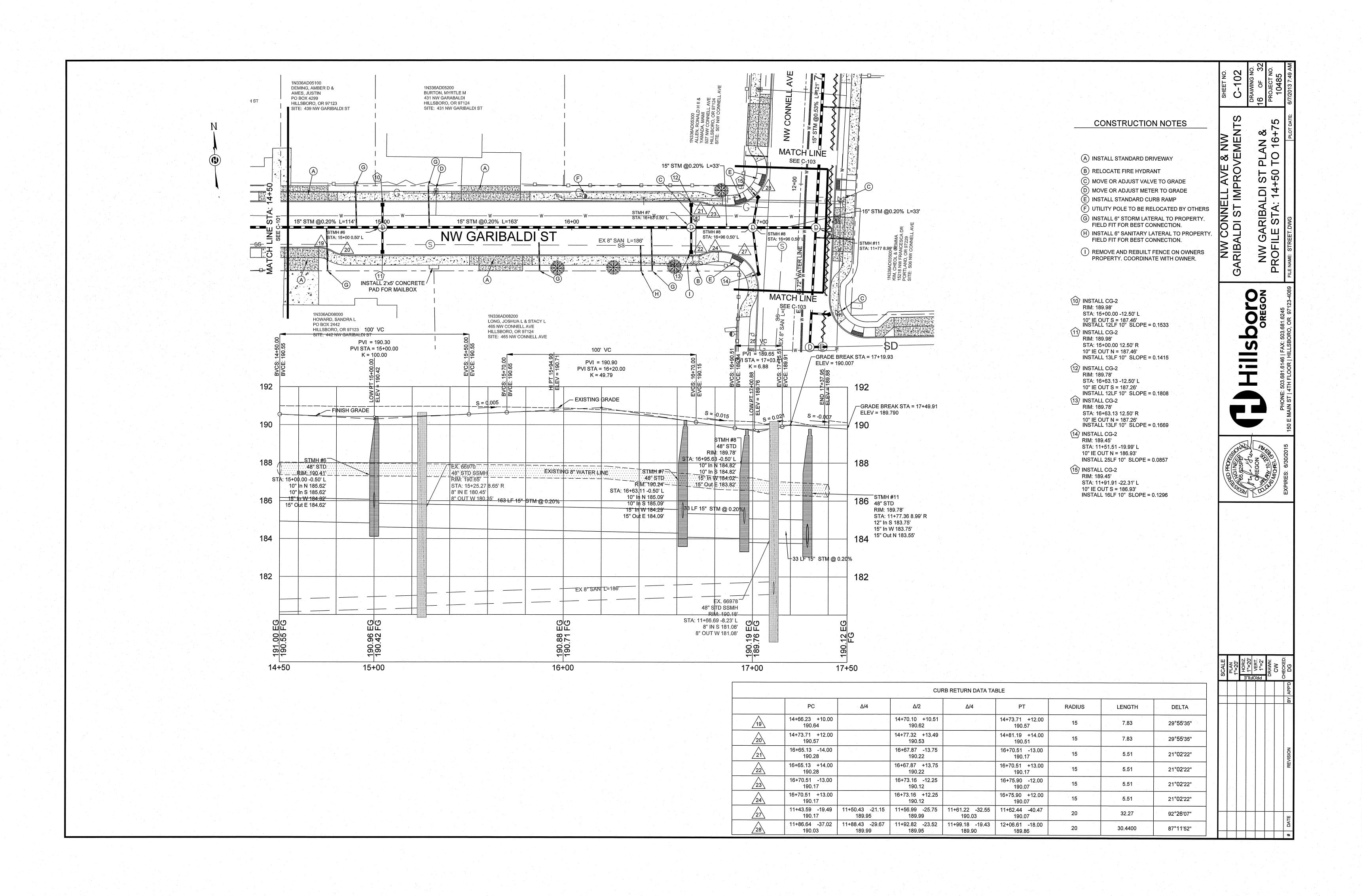


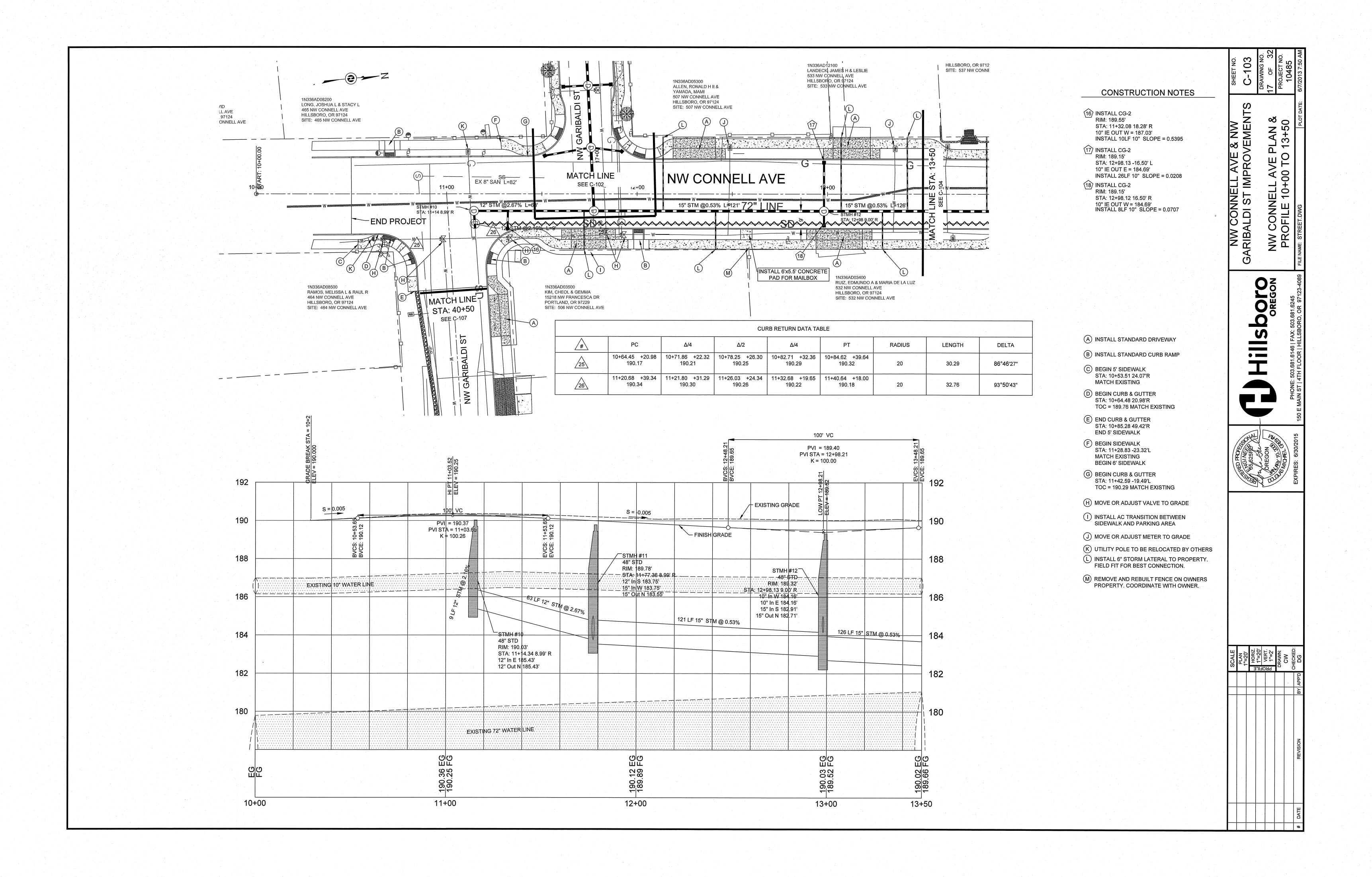
NW CONNELL AVE & NW GARIBALDI ST IMPROVEMENTS

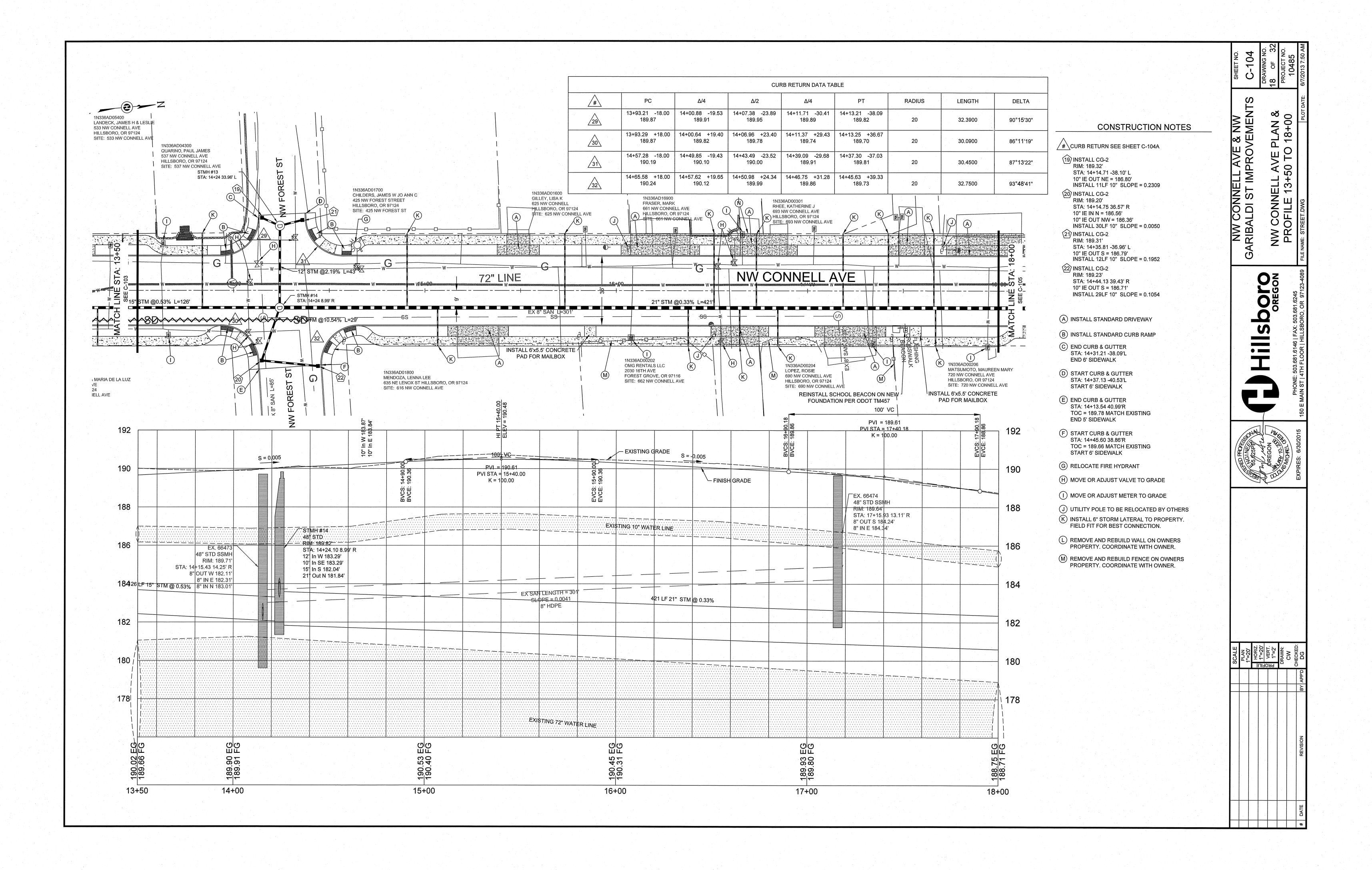
CURB RETURN DETAILS

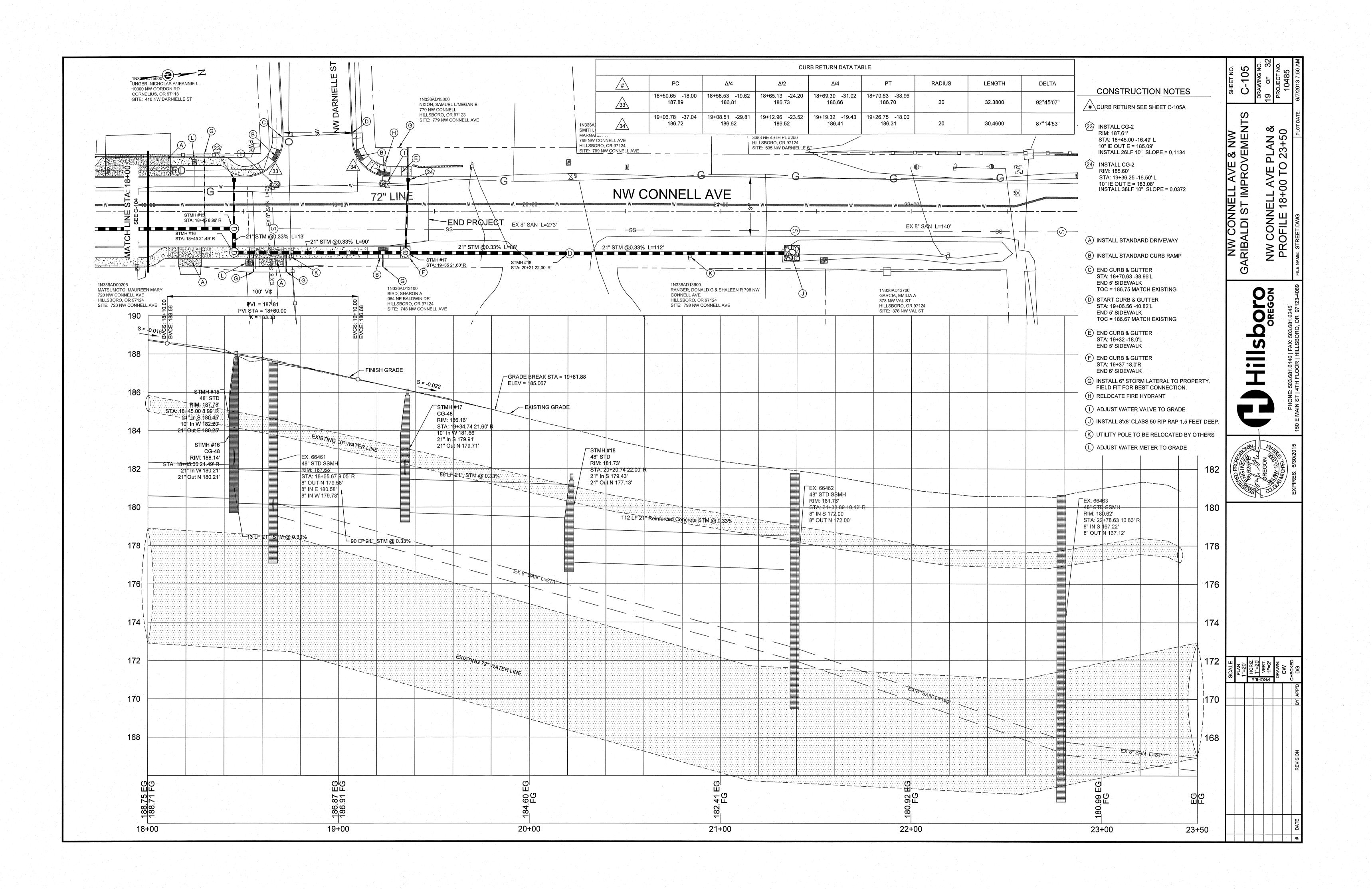


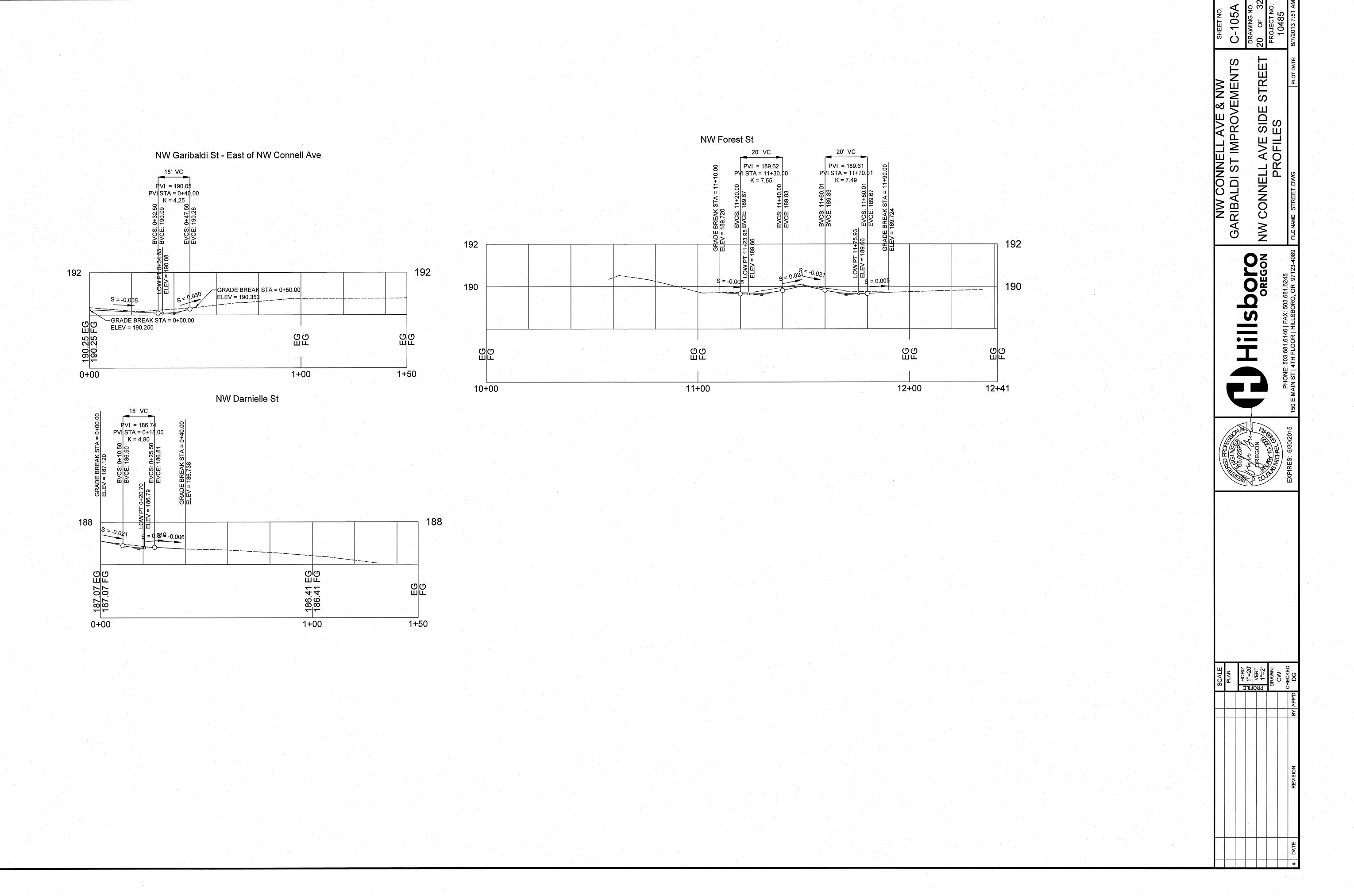


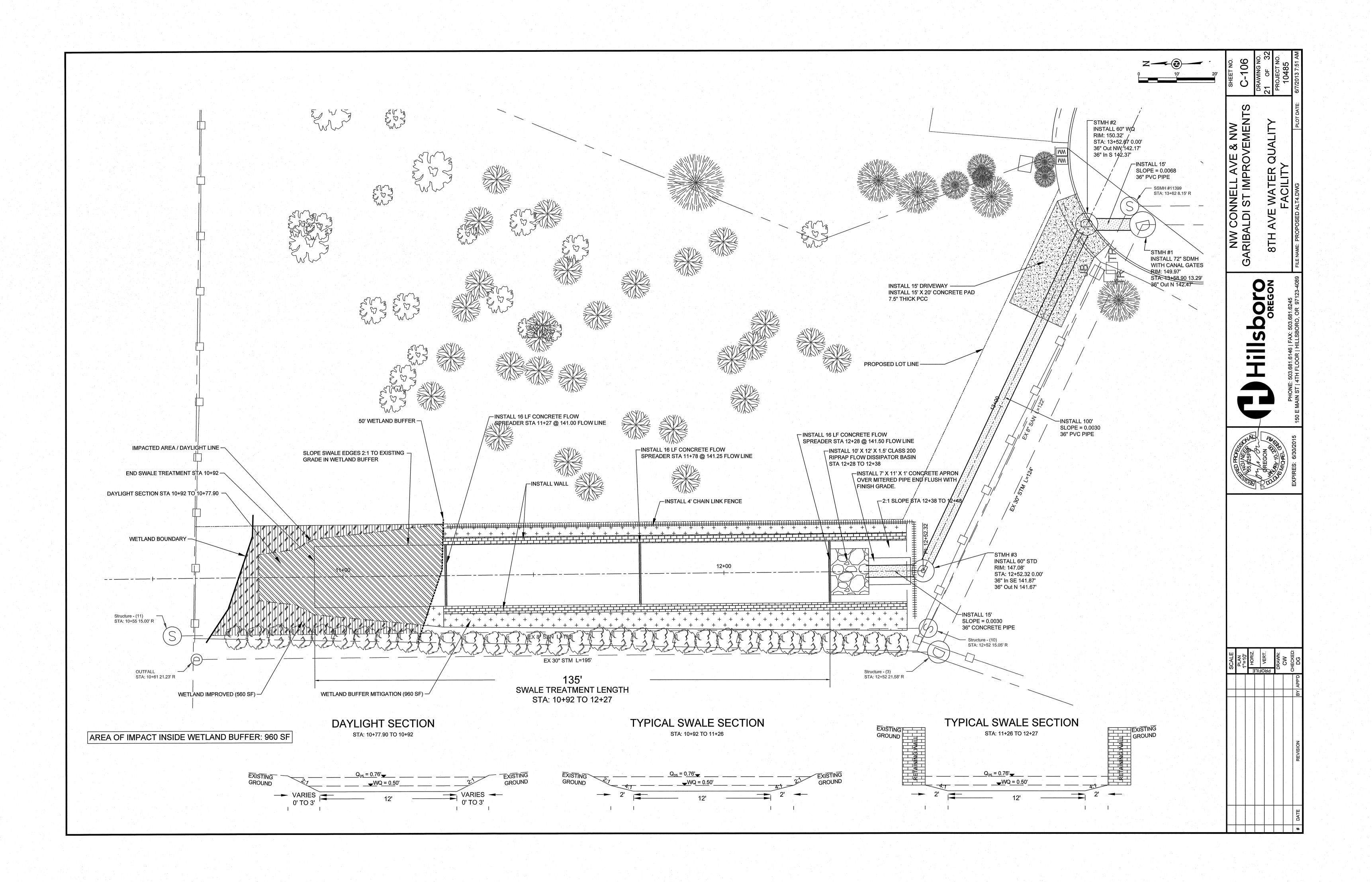


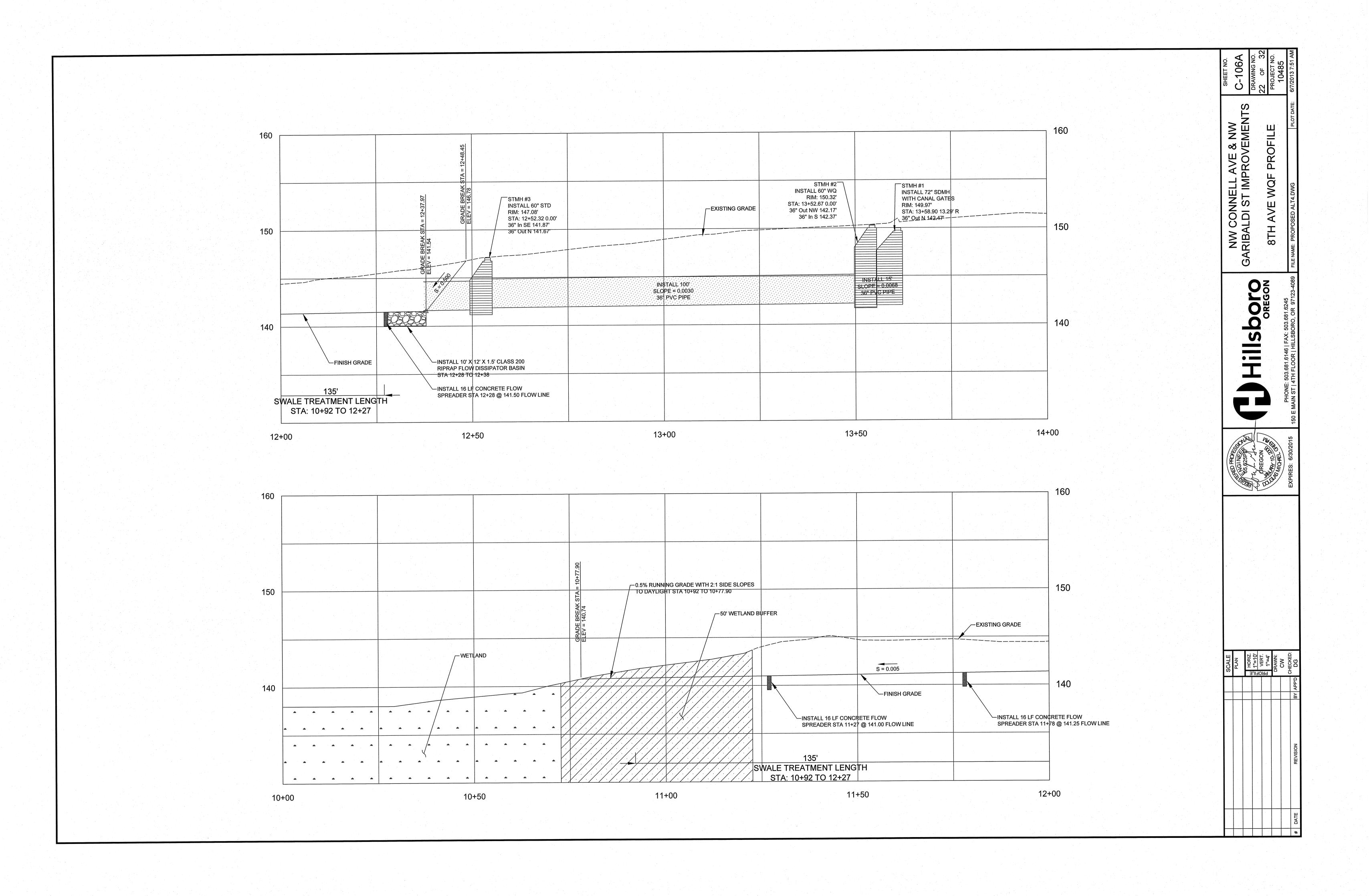


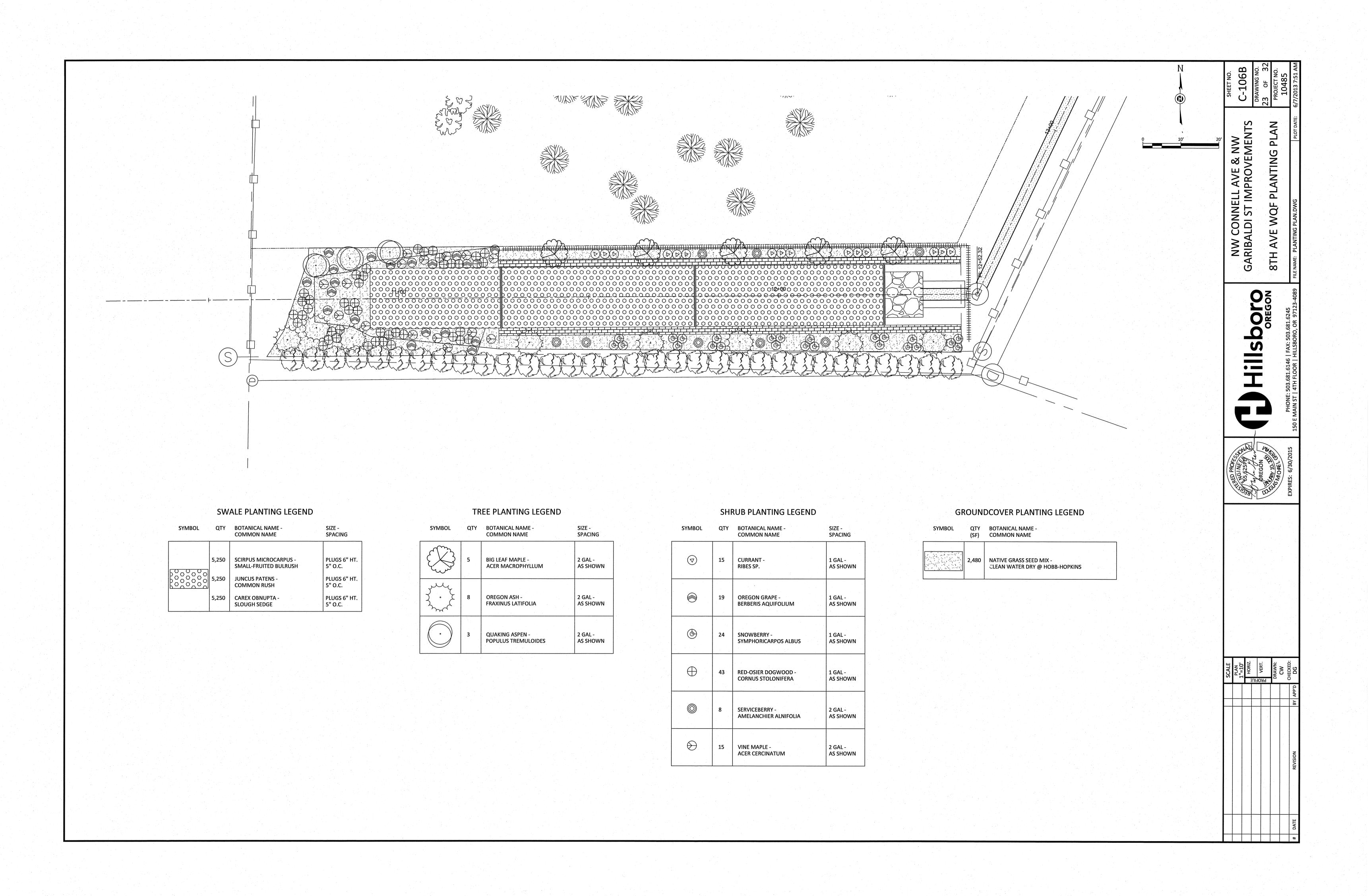


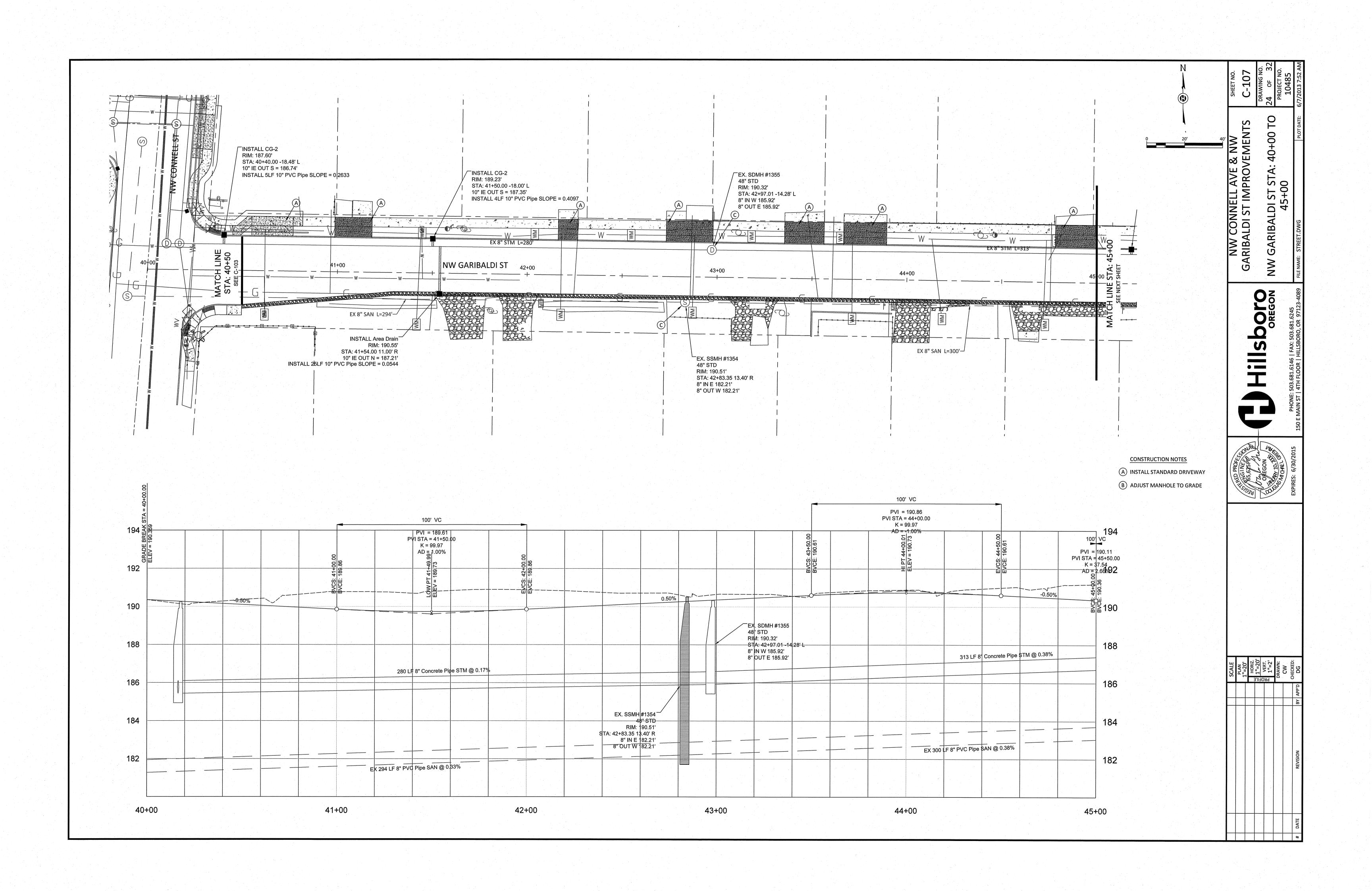


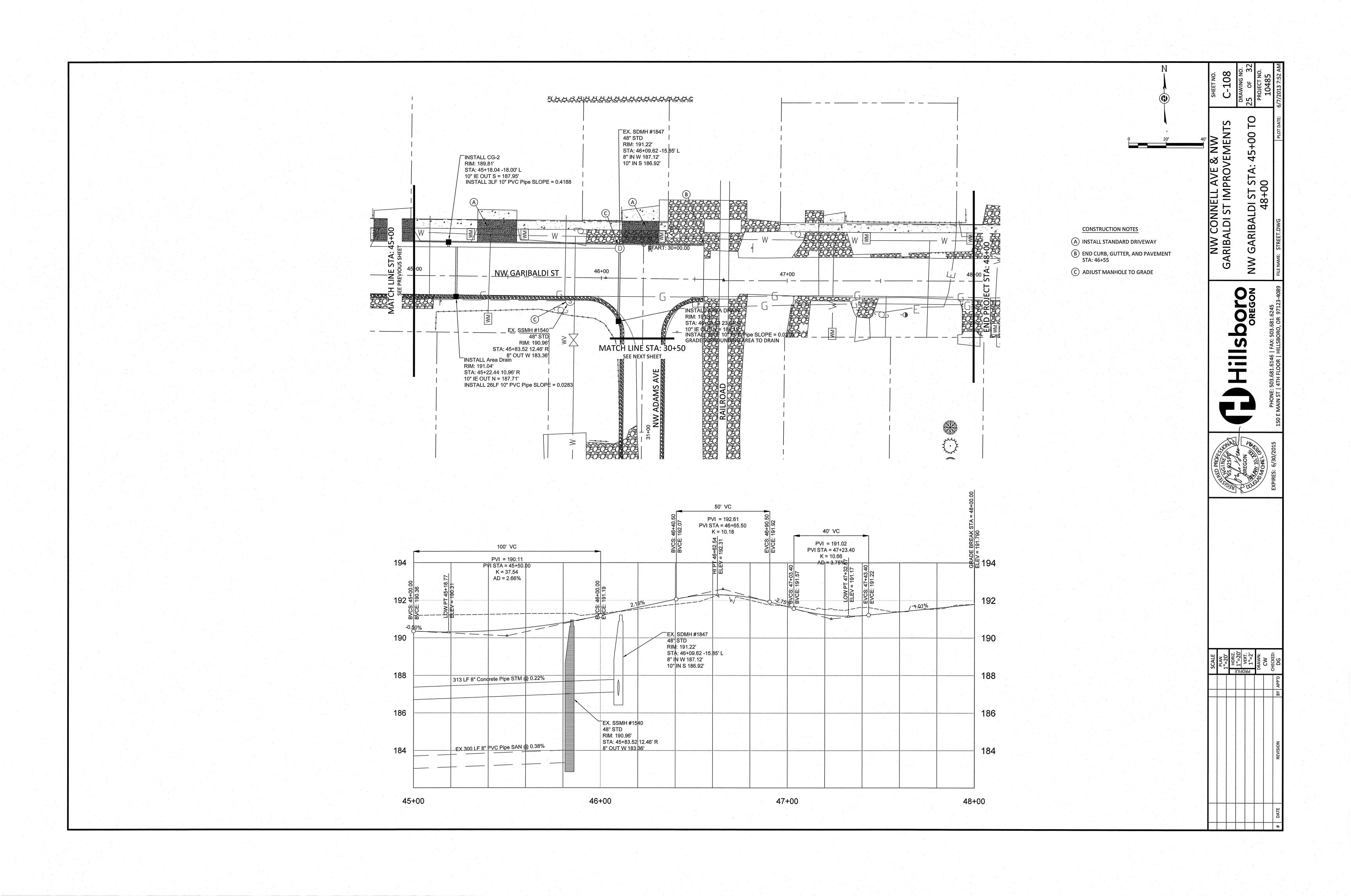


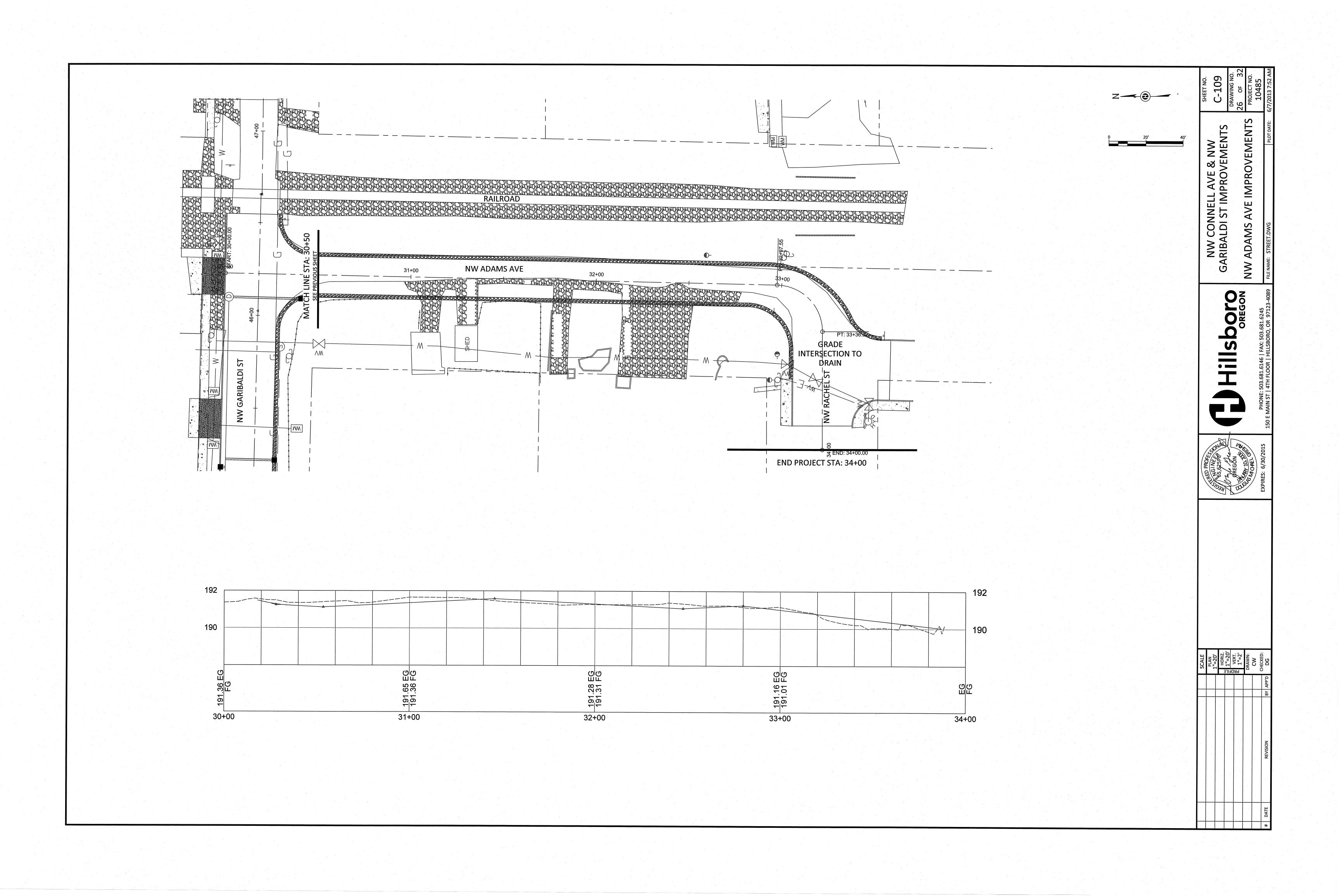


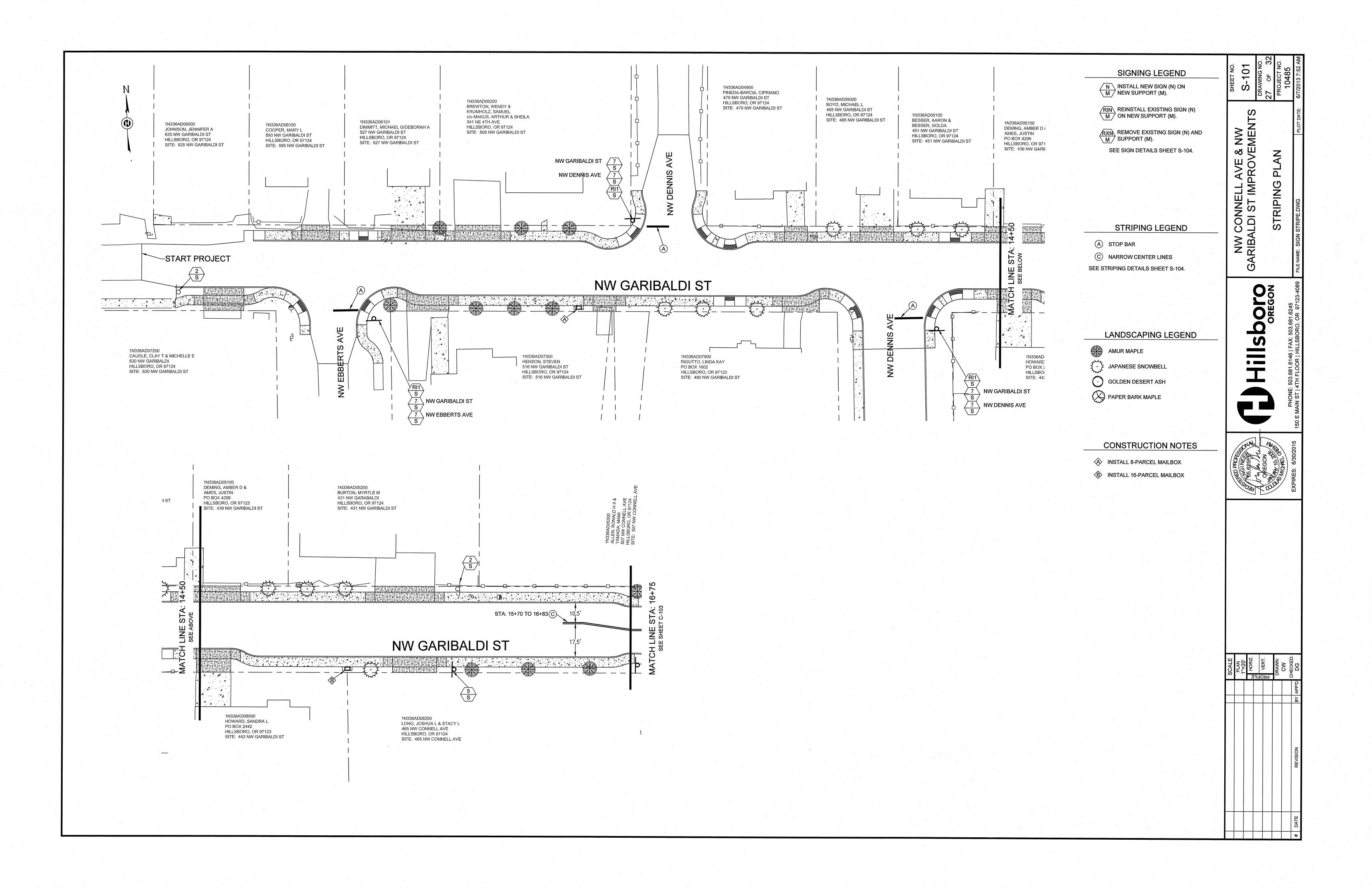


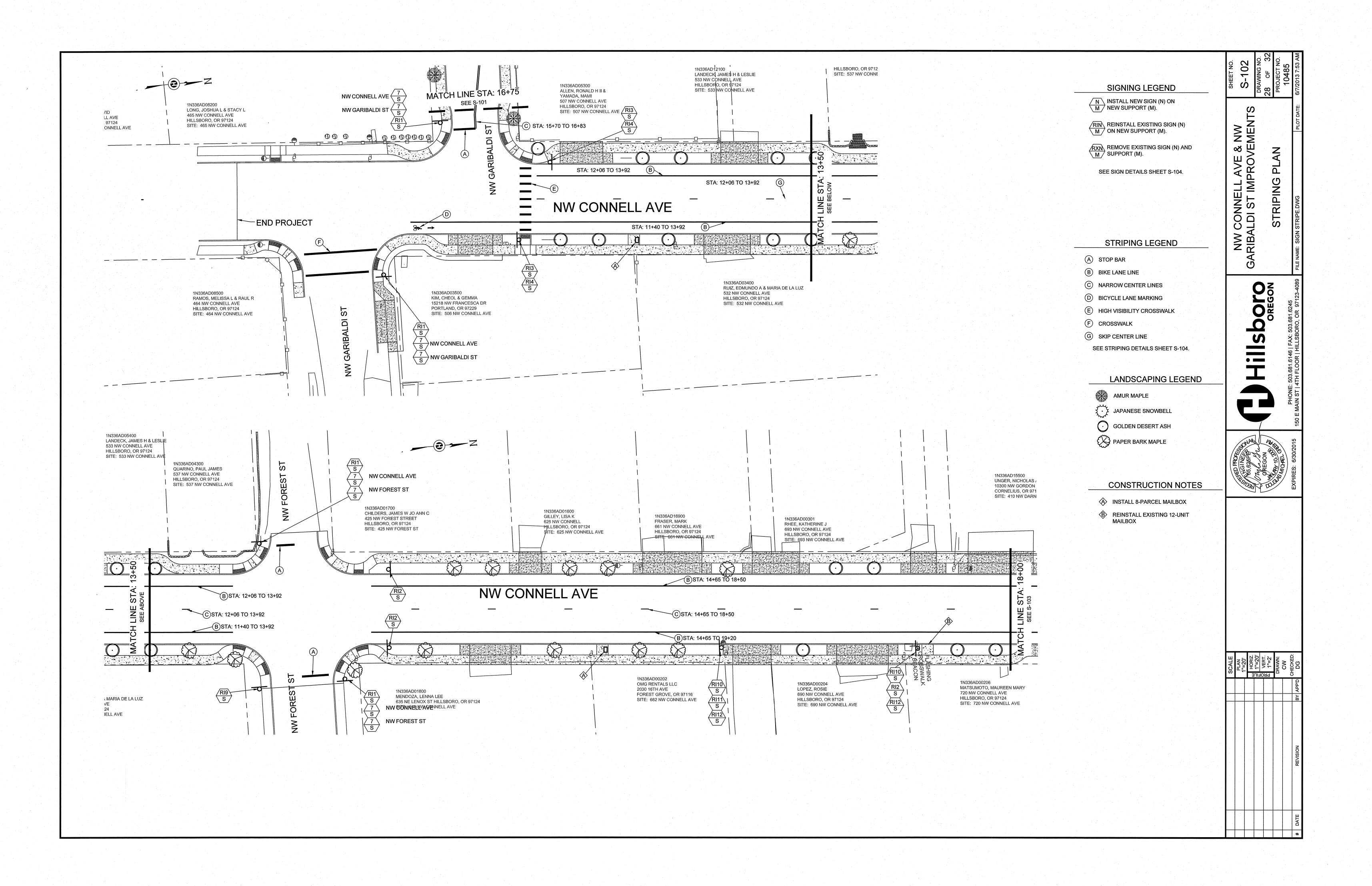


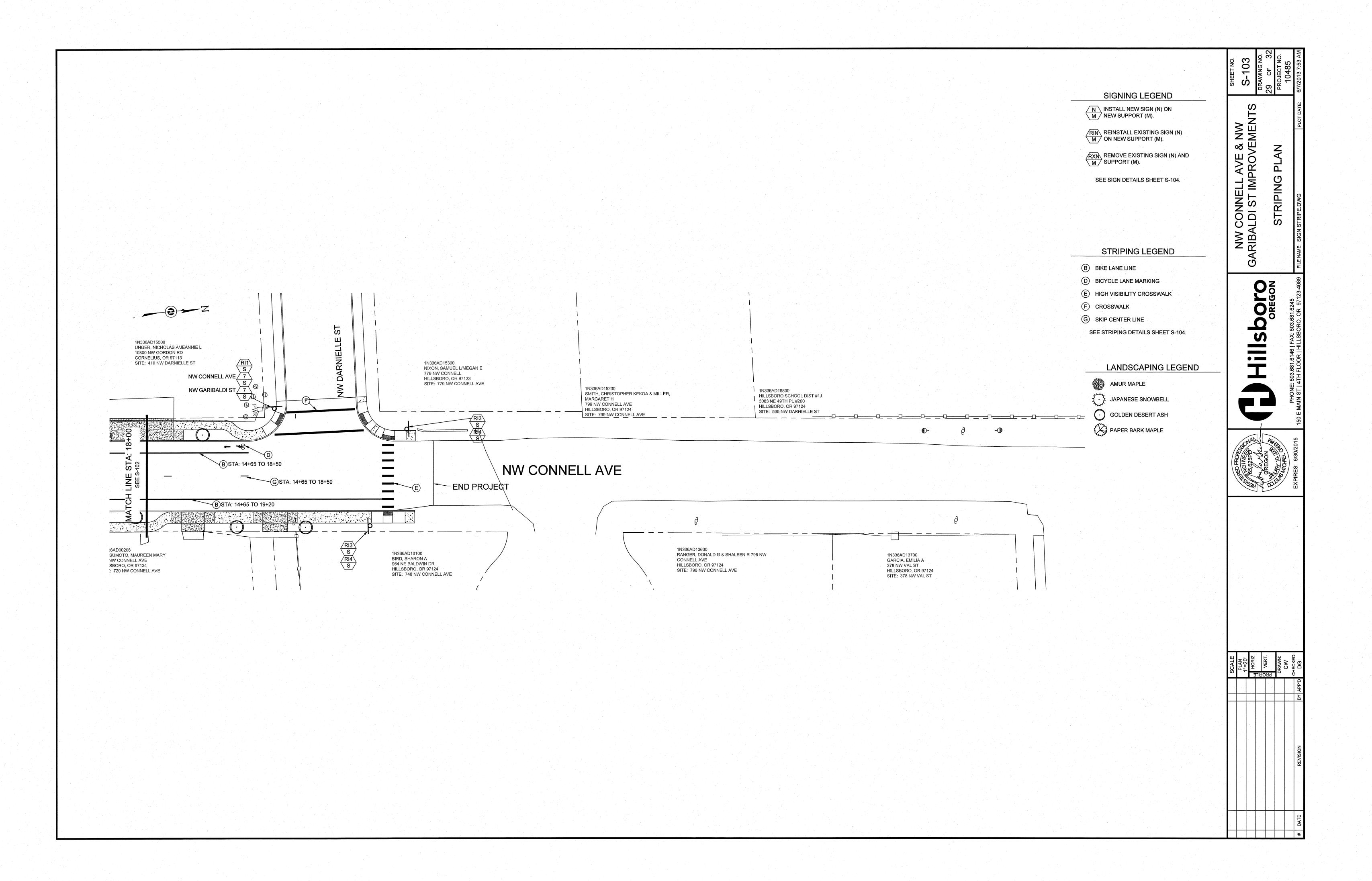




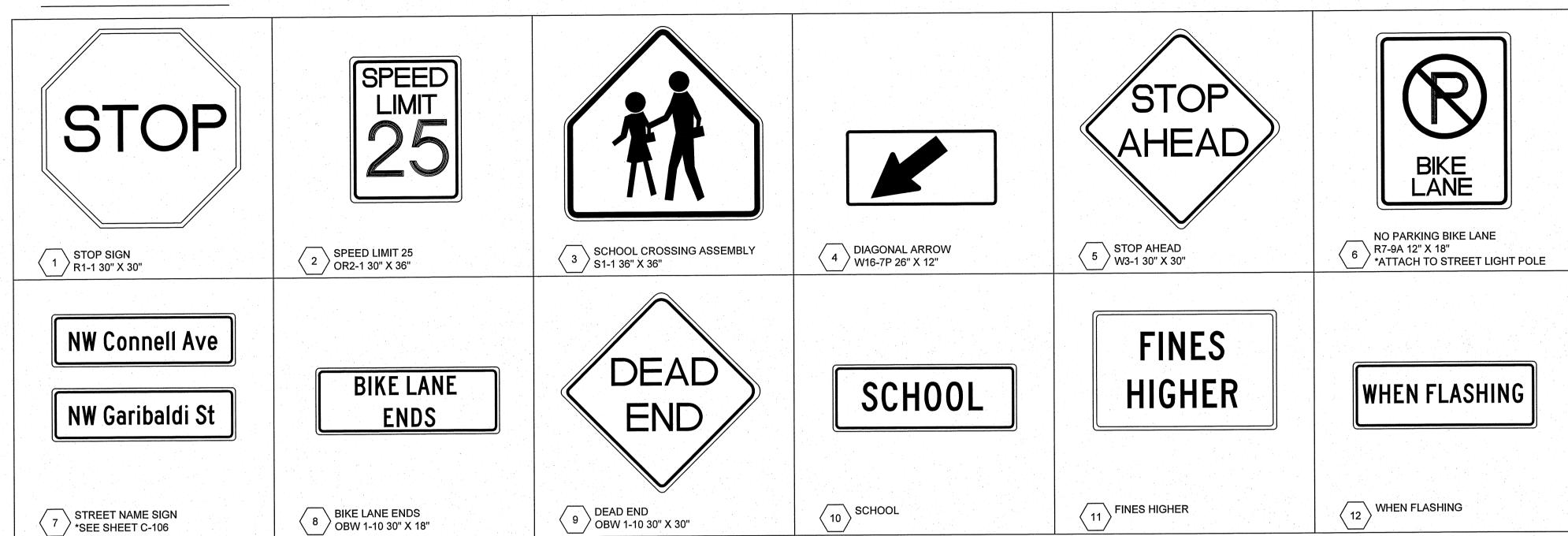








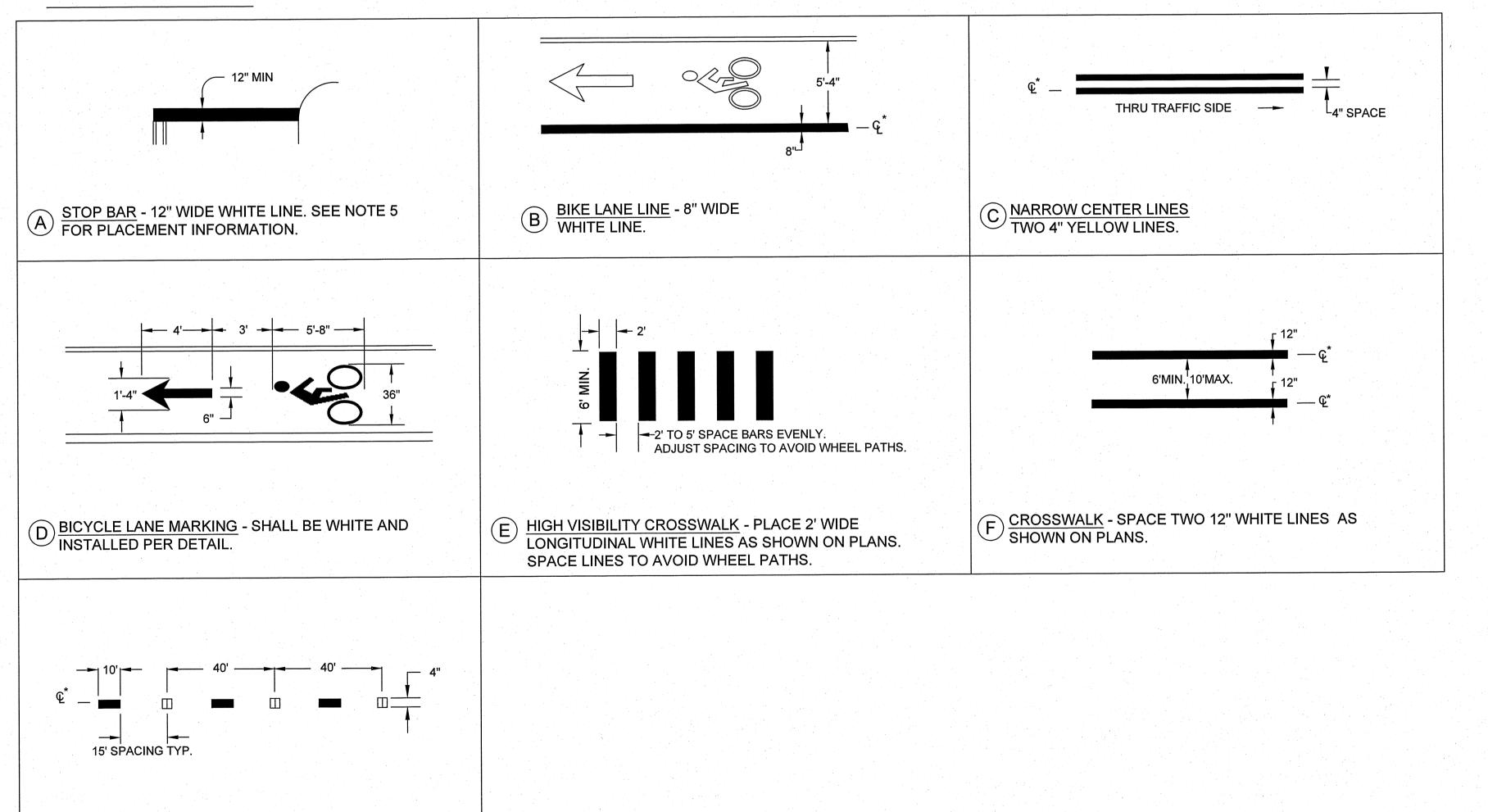
SIGNING DETAILS:



STRIPING DETAILS:

G SKIP CTR.LINE - 4" YELLOW OR WHITE LINE WITH TYPE I BI-DIRECTIONAL YELLOW OR

WHITE/RED RAISED PAVEMENT MARKERS.



SIGNING LEGEND:

- N INSTALL NEW SIGN (N) ON NEW SUPPORT (M).
- REINSTALL EXISTING SIGN (N) ON NEW SUPPORT (M).
- REMOVE EXISTING SIGN (N) AND SUPPORT (M).

STRIPING DETAILS:

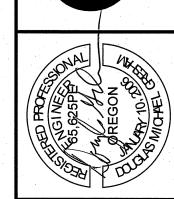
- ALL PAVEMENT MARKINGS SHALL CONFORM TO THIS LEGEND <u>AND</u> THE MOST CURRENT EDITION OF THE MUTCD, WITH OREGON SUPPLEMENT.
- 2. THIS LEGEND MAY HAVE MORE RESTRICTIVE REQUIREMENTS THAN THE MUTCD. WHERE THERE IS A CONFLICT BETWEEN THIS LEGEND AND THE MUTCD, THE MUTCD REQUIREMENTS SHALL APPLY.
- 3. COLD TAPE INLAID STRIPING SHALL BE INSTALLED AT THE TIME OF PAVING. WHERE STRIPING IS INSTALLED ON EXISTING AC PAVEMENT OR PCC PAVEMENT, THERMOPLASTIC MARKINGS SHALL BE USED. CONTACT THE CITY ENGINEER PRIOR TO FINAL PAVING FOR STRIPING MATERIAL REQUIREMENTS.
- 4. PAINTED MARKINGS SHALL ONLY BE ALLOWED UNDER CERTAIN CIRCUMSTANCES AND REQUIRE CITY ENGINEER APPROVAL.
- 5. LOCATE STOP BARS 10' BACK OF THE EXTENDED FOG LINE, EDGE OF PAVEMENT, OR CURB FACE. LOCATE STOP BARS BEHIND CURB RAMPS WHEN PRESENT. VERIFY SIGHT DISTANCE.
- 6. LOCATE CROSSWALKS AS PER WHEELCHAIR RAMP LOCATIONS OR 5' BACK OF EXTENDED FOGLINE, EDGE OF PAVEMENT OR CURB FACE. STRIPING FOR CROSSWALKS SHALL CONFORM TO CURRENT ADA REQUIREMENTS.
- 7. REMOVAL OF EXISTING STRIPING IS TO BE DETERMINED IN THE FIELD AND IS CONSIDERED INCIDENTAL WORK. STRIPING SHALL BE GROUND OFF AS DIRECTED BY THE CITY ENGINEER.
- 8. ALL MATERIALS SHALL CONFORM TO THE MOST CURRENT ODOT SPECIFICATIONS.
- 9. THE ENGINEER MUST OBTAIN AUTHORIZATION FOR PLACEMENT OF "RAILROAD CROSSING" MARKINGS PRIOR TO PLAN APPROVAL. AUTHORIZATION SHALL BE OBTAINED FROM THE ODOT RAIL SAFETY SECTON.
- X SUBSCRIPT FOR PAVEMENT MARKING. DENOTES COLOR. (Y) YELLOW OR (W) WHITE.
- * LANE MARKING DIMENSION LOCATION AT & OF STRIPING UNLESS NOTED OTHERWISE.

NW CONNELL AVE & NW GARIBALDI ST IMPROVEMENTS

DETAILS STRIPING

Hillsboro OREGON

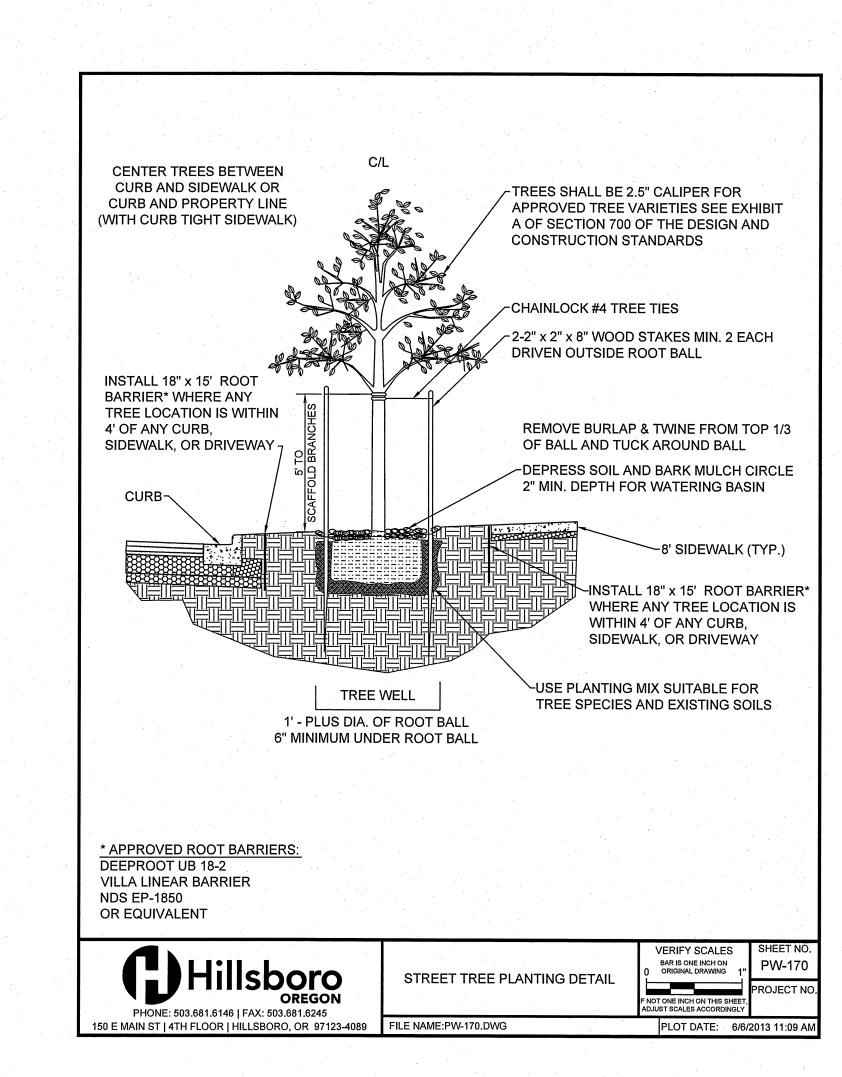
NW CONNELL AVE & NW ARIBALDI ST IMPROVEMEN TRIPING



	BOTANICAL NAME	QTY.	SIZE	SPACING
	AMUR MAPLE	11	2" CAL. B&B	AS SHOWN
J. K	JAPANESE SNOWBELL	10	2" CAL. B&B	AS SHOWN
0	GOLDEN DESERT ASH	18	2" CAL. B&B	AS SHOWN
	PAPER BARK MAPLE	12	2" CAL. B&B	AS SHOWN

PLANTING NOTES

- 1. ALL PLANTS MUST BE HEALTHY, VIGOROUS MATERIAL, FREE OF PESTS AND
- 2. ALL PLANTS MUST BE CONTAINER GROWN AS INDICATED IN THE PLANT LIST 3. ALL TREES MUST BE STRAIGHT TRUNKED AND FULL HEADED AND MEET ALL REQUIREMENTS SPECIFIED.
- 4. ALL PLANTS ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT BEFORE, DURING, AND AFTER INSTALLATION. 5. ALL TREES MUST BE INSTALLED AS SHOWN IN THE DETAILS.
- 6. ALL PLANTING AREAS MUST BE COMPLETELY MULCHED AS SPECIFIED IN THE PLANS.
- 7. LOCATIONS OF EXISTING BURIED UTILITY LINES SHOWN ON THE PLANS ARE BASED UPON BEST AVAILABLE INFORMATION AND ARE TO BE CONSIDERED APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATIONS OF UTILITY LINES ADJACENT TO THE WORK AREA. THE CONTRACTOR IS RESPONSIBLE FOR THE PROTECTION OF ALL UTILITY LINES DURING THE CONSTRUCTION PERIOD. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY AND ALL DAMAGE TO UTILITIES, STRUCTURES, SITE APPURTENANCES, ETC. WHICH OCCURS AS A RESULT OF THE LANDSCAPE CONSTRUCTION.
- 8. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON THESE PLANS BEFORE PRICING THE WORK.
- 9. THE CONTRACTOR IS RESPONSIBLE FOR FULLY MAINTAINING ALL PLANTING (INCLUDING BUT NOT LIMITED TO: WATERING, SPRAYING, MULCHING, FERTILIZING, ETC.) OF THE PLANTING AREAS UNTIL THE WORK IS ACCEPTED IN TOTAL BY THE OWNER.
- 10. THE CONTRACTOR SHALL COMPLETELY GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF TWO (2) YEARS BEGINNING ON THE DATE OF FINAL ACCEPTANCE. THE CONTRACTOR SHALL PROMPTLY MAKE ALL REPLACEMENTS BEFORE OR AT THE END OF THE GUARANTEE PERIOD.
- 11. ANY PLANT MATERIAL WHICH DIES, TURNS BROWN, OR DEFOLIATES OUTSIDE OF SEASONAL NORM, (PRIOR TO FINAL ACCEPTANCE OF THE WORK) SHALL BE PROMPTLY REMOVED FROM THE SITE AND REPLACED WITH MATERIAL OF THE SAME SPECIES, QUANTITY, SIZE AND MEETING ALL PLANT LIST SPECIFICATIONS.
- 12. STANDARDS SET FORTH IN "AMERICAN STANDARD FOR NURSERY STOCK" REPRESENT GUIDELINE SPECIFICATIONS ONLY AND SHALL CONSTITUTE MINIMUM QUALITY REQUIREMENTS FOR PLANT MATERIAL. 13. ALL PLANT MATERIALS QUANTITIES SHOWN ARE APPROXIMATE.
- CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETE COVERAGE OF ALL PLANTING BEDS AT SPACING SHOWN GRAPHICALLY.
- 14. REMOVE STAKES AT THE COMPLETION OF PLANT ESTABLISHMENT.
- 15. STREET TREES TO BE INSTALLED NO CLOSER THAN 20' FROM LIGHT POLES.
- 16. SEE PLANTING DETAILS FOR ADDITIONAL PLANTING REQUIREMENTS.



NW CONNELL AVE & NW GARIBALDI ST IMPROVEMENTS

DE

LANDSCAPING